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25 **UNITED STATES DISTRICT COURT**
26 **DISTRICT OF NEVADA**

27 QUY NGOC TANG and JOSEPH
28 CESARZ, and all persons whose names
are set forth in Exhibit A, individually
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

WYNN LAS VEGAS, LLC,

Defendant.

Case No. 2:18-cv-00891-APG-GWF

**JOINT MOTION TO APPROVE
SETTLEMENT OF FAIR
LABOR STANDARDS ACT
CLAIMS**

1 Plaintiffs Quy Ngoc Tang and Joseph Cesarz (“Named Plaintiffs”), on behalf
2 of themselves and all persons who filed a consent to join this action pursuant to 29
3 U.S.C. § 216(b) (collectively “Plaintiffs”) and proposed additional current and
4 former employees of defendant (the "other collective action members"), and
5 defendant Wynn Las Vegas, LLC, ("Wynn") have entered into a proposed
6 settlement agreement (the "Settlement") to settle this action. Because that
7 Settlement would resolve the Fair Labor Standards Act (“FLSA”) claims possessed
8 by the Plaintiffs and other collective action members who elect to participate in it,
9 this motion requests that the Court approve the Settlement. Wynn joins in this
10 motion except as to Section III (C) and (D) concerning the payment of Plaintiffs'
11 counsel's fees and expenses and service awards to the two named plaintiffs. It does
12 not oppose that relief as it is sought consistent with the terms of the Settlement.
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17 **I. BACKGROUND**

18 On May 16, 2018 the Named Plaintiffs filed this putative FLSA collective
19 action for themselves and 419 "opt in" plaintiffs. The Plaintiffs allege Wynn
20 violated 29 U.S.C. § 203(m)(2)(B) and 216(b) as amended and effective as of
21 March 23, 2018. Specifically, Plaintiffs allege they were tipped casino table games
22 dealers at the Wynn casino who were required to give a portion of their pooled tips
23 to their managers or supervisors or other employees in violation of 29 U.S.C. §
24 203(m)(2)(B). Wynn denies the Plaintiffs' allegations and asserts the disputed
25 employees sharing in the Plaintiffs' tip pool are not supervisors or managers of the
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1 Plaintiffs and/or may otherwise properly share in that tip pool. In November of
2 2018 Wynn ended the disputed tip pool policy and the Plaintiffs do not allege any
3 FLSA violations arising after that policy change.
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5 On January 21, 2013 the Named Plaintiffs filed with this Court the putative
6 FLSA collective action case *Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, Case No.
7 2:13-cv-109-RCJ-CWH. That case alleged Wynn's tip pooling policy violated the
8 FLSA related regulations issued by the United States Department of Labor
9 ("DOL") in 2011. On January 10, 2014 this Court dismissed *Cesarz* finding the
10 DOL exceeded its authority when it issued those regulations. In 2016, a divided
11 panel of the Ninth Circuit reversed that decision. *Or. Rest. & Lodging Ass'n v.*
12 *Perez* ("ORLA"), 816 F.3d 1080 (9th Cir. 2016). While Wynn's petition for a writ
13 of certiorari to the Supreme Court was pending, Congress amended the FLSA and
14 stated the 2011 regulations would have "no further force or effect." 2018
15 Appropriations Act, Div. S § 1201(c). The Supreme Court denied Wynn's petition
16 and *Cesarz* was remanded to this Court. Wynn again moved to dismiss *Cesarz* on
17 the basis the FLSA's 2018 amendments rescinded the 2011 DOL regulations relied
18 upon in *Cesarz*. Judge Robert Jones of this Court agreed and dismissed *Cesarz* for
19 the second time. *Cesarz v. Wynn Las Vegas LLC*, No. 13- cv-1009, 2019 WL
20 237389, at *1 (D. Nev. Jan. 13, 2019). Plaintiffs have filed a Notice of Appeal of
21 that decision. *See* Case No. 19-15166 (9th Cir.). The *Cesarz* appeal is currently
22 stayed pending this Settlement. (During the pendency of their first appeal,
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1 Plaintiffs filed a separate action, styled *Doe v. Wynn Las Vegas, LLC*, 2:16-cv-
2 00482-JCM-NJK, which was consolidated with the *Cesarz* Action.)

3 A total of 943 "opt in" plaintiffs have joined this case or *Cesarz* or both
4 cases. The time period at issue in this case (the "*Tang* time period") is from March
5 23, 2018 (the effective date of the 2018 FLSA amendments) through November 11,
6 2018 (when the disputed tip pooling policy ended). The time period at issue in
7 *Cesarz* (the "*Cesarz* time period") is from May 5, 2011 (the date the disputed DOL
8 regulations became effective) to March 23, 2018 (the date those regulations were
9 supplanted by the 2018 FLSA amendments).

10 The Named Plaintiffs and their counsel, along with a representative of the
11 Wynn and the Wynn's counsel, and Ninth Circuit Mediator Steve Saltiel conducted
12 a successful mediation session on May 9, 2019 where they agreed to a settlement
13 in principal of both this case and *Cesarz*. Prior to that mediation session being
14 conducted the Wynn provided accurate disclosures of the total amount of disputed
15 tip pool monies separately at issue for the *Tang* and *Cesarz* time periods.

16 **II. TERMS OF THE PROPOSED SETTLEMENT**

17 The parties' Settlement (Exhibit "1" with Exhibits thereto) resolves, only for
18 the Plaintiffs and other collective action members who elect to accept it, all claims
19 made in this case and in *Cesarz*. Wynn will create a fund of \$5,600,000 to pay all
20 claims and costs under the Settlement (and it will separately pay Wynn's employer
21 payroll tax liabilities arising from Settlement claim payments). Of that fund, up to
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1 25% (\$1,400,000) is proposed as a payment to plaintiffs' counsel for their fees;
2 \$7,497.18 for reimbursement of plaintiffs' counsel's expenses; an amount not to
3 exceed \$10,000 is proposed as a payment to each Named Plaintiff (a total of
4 \$20,000) for the services they have rendered to the other Plaintiffs and collective
5 action members by prosecuting this case and *Cesarz*; and an amount not exceeding
6 \$20,000 would be paid to a Settlement Administrator (in the event the costs of the
7 Settlement Administrator exceed that amount, the award of plaintiffs' counsels' fees
8 and expense reimbursement will be reduced by such excess amount). The
9 remaining funds, a proposed minimum of \$4,152,502.82 would be used to pay the
10 claims of all of the Plaintiffs and other collective action members, with 70% of
11 those funds (\$2,905,000) paying the *Tang* claims and 30% of those funds
12 (\$1,245,000) paying the *Cesarz* claims.

13 The funds for each time period will be distributed *pro rata* to the Plaintiffs
14 and other collective action members who participate in the Settlement as follows:

- 15 (a) Each Settlement participant will be receive a *pro rata* portion of
16 either the *Tang* or *Cesarz* time period funds with many being
17 entitled to a *pro rata* portion of each fund;
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19 (b) If a Plaintiff or other collective action member declines to
20 participate in the Settlement Wynn will retain their *pro rata*
21 share of such funds. Every Plaintiff and other collective action
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1 member shall have 365 days after the Effective Date of the
2 Settlement (the date 30 days after entry of final judgment or
3 resolution of any appeal) to execute a Settlement release and
4 receive such *pro rata* share unless they exercise their right to
5 become a "Rejecting Plaintiff" within 60 days of the mailing of
6 the Settlement notice;
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10 (c) Each *pro rata* share for the *Tang* fund is equal to the Plaintiff or
11 other collective action member's percentage of all of the tips
12 paid to all Wynn table games dealers from March 23, 2018 until
13 the disputed tip policy was discontinued;
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17 (d) Each *pro rata* share of the *Cesarz* fund is equal to the Plaintiff
18 or other collective action member's percentage of all of the tips
19 paid to all Wynn table games dealers from May 5, 2011 through
20 March 22, 2018, limited by: (1) The date three years prior to
21 the date each Plaintiff filed a consent to joinder in *Cesarz* under
22 the FLSA; or (2) January 31, 2017 for collective action
23 members who never filed a consent to joinder in *Cesarz*. This
24 *pro rata* distribution formula is dictated by the maximum three
25 year statute of limitations provided for by the FLSA..
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2 (e) Plaintiffs and other collective action members who decline to
3 participate in the Settlement will not have their legal claims
4 released by the Settlement. If they have previously "opted in"
5 to make FLSA claims in this case or *Cesarz*, those claims will
6 be dismissed without prejudice and with the statute of
7 limitations tolled until 30 days after the effective date of the
8 Settlement if they elect to commence new litigation over those
9 claims. The Settlement provides that Plaintiffs in *Cesarz* who
10 decline to participate in the Settlement and recommence their
11 claims made in *Cesarz* within that tolling period shall not have
12 those claims barred based upon *res judicata* or *collateral*
13 *estoppel* arising from the decision dismissing *Cesarz*;
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19 (f) Plaintiffs and other collective action members may also
20 affirmatively reject the Settlement (become a "Rejecting
21 Plaintiff") by notifying the Settlement Administrator in writing
22 within 60 days of the Settlement Notice mailing. Doing so is
23 not required to preserve the rights of any non-settling Plaintiff
24 in this case or *Cesarz* to litigate their FLSA claims against the
25 Wynn in a new action and receive a statute of limitations toll.
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1 If the *pro rata* shares of the *Tang* and *Cesarz* funds allocated to
2 all Rejecting Plaintiffs totals at least \$280,000, the Wynn will
3 have the option to void the entire Settlement.
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6 An additional Settlement term is that this case be concluded by a final
7 judgment and dismissal including those Plaintiffs who decline to participate in the
8 Settlement. Plaintiffs who do not participate in the Settlement will be dismissed
9 from this case without prejudice and with a 30 day toll of the FLSA's statute of
10 limitations. They may fully litigate against the Wynn, in a promptly filed new
11 action, the FLSA claims they have presented to the Court in this case and *Cesarz*.
12 As discussed in the separate motion filed by plaintiffs' counsel to be relieved as
13 counsel, this condition creates a circumstance that either allows plaintiffs' counsel
14 to withdraw from representing any non-settling Plaintiffs in this case or requires
15 such a withdrawal. The parties' agreement provides that notice of the Settlement
16 with Settlement Offer and Release forms and postage paid return envelopes for the
17 acceptance of the Settlement will be sent to all Plaintiffs and all other collective
18 action members. The Settlement Administrator, CPT, will mail those documents
19 and process Settlement acceptances and disburse Settlement funds. On a date
20 specified in the Court's Order (Ex. "2") approving the Settlement, such date to be
21 more than 60 days after the Settlement Notice mailing date, the Court, unless the
22 Settlement is voided pursuant to its terms, will hold a further hearing and/or enter a
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1 further Order (in substantially the form at Ex. "B" to Ex. "1") entering a final
2 judgment dismissing this case. Such Order shall also address plaintiffs' counsel's
3 motion to be relieved as counsel for the non-settling plaintiffs.
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5 **III. THE COURT SHOULD APPROVE THE PARTIES' SETTLEMENT**

6 FLSA settlements require approval by a court or supervision by the
7 Department of Labor. *See* 29 U.S.C. § 216(b) and *Lynn's Food Stores, Inc. v.*
8 *United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982). "...claims for unpaid
9 wages under the FLSA may only be waived or otherwise settled if settlement is
10 supervised by the Secretary of Labor or approved by a district court." *Selk v.*
11 *Pioneers Mem. Healthcare Dist.*, 159 F. Supp. 3d 1164, 1172 (S.D. Cal. 2016)
12 citing *Lynn's Food Stores*. Under *Lynn's Food Stores*, a court may approve an
13 FLSA settlement as a "fair and reasonable resolution of a bona fide dispute over
14 [an] FLSA provision" after "scrutinizing the settlement for fairness." *Lynn's Food*
15 *Stores*, 679 F.2d at 1353, 1355.
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19 A bona fide dispute exists when there are questions about "the existence and
20 extent of [a] defendant's FLSA liability" and doubt that "the plaintiffs would
21 succeed on the merits through litigation of their [FLSA] claims." *Selk* 159 F. Supp.
22 3d at 1172 (quoting *Ambrosino v. Home Depot U.S.A., Inc.*, No. 11-cv-1319
23 L(MDD), 2014 WL 1671489, at *1(S.D. Cal. Apr. 28, 2014) and *Collins v.*
24 *Sanderson Farms, Inc.*, 568 F. Supp. 2d 714, 719-20 (E.D. La. 2008)). To
25 determine whether the settlement is fair and reasonable under the FLSA, courts
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1 consider: “(1) the plaintiff’s range of possible recovery; (2) the stage of
2 proceedings and amount of discovery completed; (3) the seriousness of the
3 litigation risks faced by the parties; (4) the scope of any release provision in the
4 settlement agreement; (5) the experience and views of counsel and the opinion of
5 participating plaintiffs; and (6) the possibility of fraud or collusion.” *Selk*, 159 F.
6 Supp. 3d at 1173.
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10 **A. The Settlement Resolves a Bona Fide Dispute.**

11 A bona fide dispute exists as to whether plaintiffs possess any actionable
12 FLSA claims arising from Wynn's now discontinued tip pooling policy.
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15 **1. Whether plaintiffs can raise any claims under the 2018**
16 **FLSA Amendments is unknown and vigorously disputed.**

17 The 2018 FLSA amendments granted employees a right to retain certain tips
18 and a remedy for a violation of that right. That amendment, 29 U.S.C. Sec.
19 203(m)(2)(B), states: "An employer may not keep tips received by its employees
20 for any purposes, including allowing managers or supervisors to keep any portion
21 of employees' tips, regardless of whether or not the employer takes a tip credit."
22 Wynn argues, and would argue if this case were to proceed, that:
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1 (a) Wynn is not "keeping" any of the Plaintiffs' tips; and

2 (b) Wynn's "Customer Service Team Leads" ("CSTL's"), whose
3 participation in a tip pool that included the table games dealers is what
4 gave rise to this dispute, were not "supervisors" or "managers."
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6 Wynn finds support for its assertions in the DOL's interpretation of the 2018
7 FLSA amendments and what Wynn claims are the relevant facts. The DOL has
8 opined an employer, such as Wynn, that does not take an FLSA minimum wage
9 "tip credit" may require employees to pool their tips with all other employees
10 *except* "supervisors" or "managers." Ex. "3" DOL Field Assistance Bulletin No.
11 2018-3. The DOL determines whether an employee is such a supervisor or
12 manager using the FLSA overtime exempt "duties test" set forth in 29 C.F.R. §
13 541.100(a)(2)-(4). *Id.* That test examines whether the employee has the "primary
14 duty" of management and the "authority to hire or fire other employees or whose
15 suggestions and recommendations as to the hiring, firing, advancement, promotion
16 or any other change of status of other employees are given particular weight."
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21 Wynn asserts the CSTLs are not supervisors or managers under the test
22 embraced by the DOL. It claims the CSTLs do not have the "primary duty" of
23 management and do not possess the authority to hire or fire other employees. It
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1 also insists the CSTLs do not make the sort of suggestions and recommendations
2 that would render them supervisors or managers under the DOL's test.

3 The plaintiffs dispute Wynn's assertions on the duties of the CSTLs. They
4 do not agree under 29 U.S.C. § 203(m)(2)(B) that Wynn can require the table
5 games dealers to share their tips with all other Wynn employees except managers
6 and supervisors. They maintain the DOL is improperly relying on 29 C.F.R. §
7 541.100(a)(2)-(4) as that regulation interprets the "executive employee" overtime
8 exemption of 29 U.S.C. § 213(a)(1) and not the broader statutory terms
9 "supervisor" and "manager" set forth in 29 U.S.C. § 203(m)(2)(B).

10 The parties set forth starkly different, and completely case dispositive,
11 positions regarding both the applicable law and the relevant facts governing the
12 FLSA claims made in this case. A substantial bona fide dispute exists between the
13 parties as to whether the Plaintiffs present any cognizable FLSA claim in this case.

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18 **2. Whether the claims made in *Cesarz* and arising prior to the**
19 **2018 FLSA amendments can even be brought to trial, much**
20 **less prevailed upon, is unknown and vigorously disputed.**

21 The FLSA claims in *Cesarz*, while upheld by the Ninth Circuit in 2016 in
22 *ORLA*, have now been dismissed for a second time on the basis the 2018 FLSA
23 amendments nullified the DOL regulations forming the basis for those claims. It
24 is unknown whether the Ninth Circuit would affirm or reverse that dismissal. Yet
25 even if were to reverse that dismissal, whether the claims made in *Cesarz* would
26 ever reach trial, much less prevail at trial, is unknown. The Wynn still maintains
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1 *ORLA* was wrongly decided and it has been rejected by the Tenth Circuit in
2 *Marlow v. New Food Guy, Inc.* 861 F.3d 1157, 1162 (10th Cir. 2017) (Holding the
3 DOL regulations at issue in *Cesarz* are invalid). The Eleventh Circuit has found,
4 without addressing whether *ORLA* was correct, that private parties do not have
5 standing to enforce those disputed DOL regulations and they are only actionable by
6 the DOL. *See, Malivuk v. Ameripark, LLC*, 694 F. Appx. 705, 708 (11th Cir. 2017).
7 Wynn will press that issue as well if *Cesarz* is reversed on appeal and *ORLA* never
8 addressed that potentially case dispositive standing argument.

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10 The Ninth Circuit could also reverse its decision in *ORLA*. Indeed, 10 of its
11 judges joined in a dissent from the denial of *en banc* reconsideration in *ORLA*.
12 *See*, 843 F.3d 355, 356 (9th Cir. 2016). The United States Supreme Court could
13 grant review of *ORLA* given the circuit split. The claims in *Cesarz*, arising solely
14 under DOL regulations, may also be subject to administrative extinguishment as
15 the DOL has proposed expressly rescinding those regulations.

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17 The plaintiffs' claims in *Cesarz* may also be greatly limited, or even entirely
18 foreclosed, by the effective date of the rights secured to them by *ORLA* and the
19 DOL's regulations. This Court has previously held that the DOL regulations, as
20 upheld by *ORLA*, only became enforceable as of February 23, 2016. *See, Norsoph*
21 *v. Riverside Resort and Casino*, 13-CV-580, Order of February 11, 2020, District
22 Judge Andrew W. Gordon, p. 22-23., 2020 WL 641223 (Dist. Nev. 2020) (Prior to
23 February 11, 2016 employers were entitled to rely on Ninth Circuit precedent and
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1 could not be held liable for claims under the DOL's 2011 tip pooling regulations).
2 If that determination was applied to the claims in *Cesarz*, only approximately 25 of
3 the 81 month time period at issue in *Cesarz* (or about 31% of the potential FLSA
4 claims at issue) would be actionable. Wynn also asserts that a similar limitation
5 on the actionability of the *Cesarz* claims arises as a result of the DOL's
6 announcement in July of 2013 that it would no longer enforce the 2011 regulations
7 within the Ninth Circuit. If that argument was accepted, those claims would also
8 only be actionable for a time period of 25 months. If that argument and the
9 *Norsoph* holding were adopted, the *Cesarz* claims would be rendered completely
10 unactionable for the entire 81 month time period at issue in *Cesarz*.

14 Wynn asserts that even if the claims in *Cesarz* could proceed as a matter of
15 law they must fail as a factual matter. Wynn's claims the CSTLs are employees
16 who "regularly and customarily" receive tips from customers and under the DOL's
17 2011 regulations may share in a tip pool with the table games dealers. The
18 Plaintiffs disagree and it is unknown how those disputed facts would be resolved.

21 In respect to the *Cesarz* claims, the parties have vastly different and
22 completely case dispositive positions. Accordingly, a substantial bona fide dispute
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1 exists between the parties as to whether the Plaintiffs present any cognizable FLSA
2 claim in the *Cesarz* case.

3 **B. The Settlement is Fair and Reasonable.**

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5 In determining whether a proposed FLSA settlement is fair and reasonable
6 the Court examines the totality of the circumstances and the criteria used when
7 granting approval to an FRCP Rule 23 class action settlement. *Selk*, 159 F. Supp.
8 3d at 1172-1174. While *Selk* promulgated a six factor test appropriately used by
9 this Court, one factor of the *Selk* test is not applicable: gauging the opinions of the
10 participating "opt in" plaintiffs to the settlement. That is because in this case,
11 unlike in *Selk*, the proposed Settlement is of a purely voluntary nature.¹ It only
12 releases the claims of the Plaintiffs and the other collective action members who
13 affirmatively agree to the Settlement. Plaintiffs and collective action members
14 who fail to so agree do not lose any of their legal rights.
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21 ¹ *Selk* released the claims of all 65 "opt in" consent filers and dismissed the FLSA
22 claims of all plaintiffs with prejudice. None (except the named plaintiff) accepted
23 that settlement in writing. *Selk*, despite some concerns, approved that settlement
24 and dismissal even though there was no formal written notice given to the plaintiffs
25 of the settlement being presented for approval and therefore "the opinions of
26 participating plaintiffs in this case [on the settlement] eludes definitive
27 determination." 159 F. Supp. 2d. at 1176. In doing so it noted that the "opt in"
28 plaintiffs had previously voluntarily agreed to join the case and that it is the
settlement's fairness in totality, not its "individual component parts" that is
ultimately of concern. 159 F. Supp. 2d. at 1177, citing and quoting *Staton v.*
Boeing, 327 F.3d 938, 960 (9th Cir. 2003) and *Hanlon v. Chrysler Corp.*, 150 F.3d
1011, 1026 (9th Cir. 1998).

1 **1. The settlement amount bears an appropriate relationship**
2 **to the claims at issue under the relevant circumstances.**

3 The total Settlement is for \$5,600,000 that is apportioned 70% (\$3,920,000)
4 to the *Tang* claim period and 30% (\$1,680,000) to the *Cesarz* claim period.

5 As discussed in the declaration of plaintiffs' counsel, Ex. "4," declaration of
6 Leon Greenberg, Esq., ("Greenberg Dec.") ¶ 3, the *Tang* period gross settlement
7 payment is within 3% of the total amount paid from the table games dealers' tip
8 pool to the CSTLs during the *Tang* claim period. Given that there is a real
9 possibility that the *Tang* claims, if litigated, could result in no recovery to the
10 Plaintiffs, this is a very favorable resolution of those claims for the Plaintiffs.
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12 The *Cesarz* period gross settlement payment equals about 6% of the tips
13 paid from the table games dealers' tip pool to the CSTLs during the *Cesarz* claim
14 period. Greenberg Decl. ¶ 5. Yet, as discussed *supra*, the potential scope of the
15 *Cesarz* claims that may be recovered (if any) is significantly disputed. If this
16 Court's holding in *Norsoph* was applied to those claims the Settlement likely
17 equals about 21% of the value of the tip pool amount paid to the CSTLs. The
18 *Cesarz* claims have also expired by operation for the statute of limitations for many
19 of the current and former Wynn table games dealers
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24 The appropriateness of the amount of the *Cesarz* claims settlement, an
25 amount that is clearly a minority (and perhaps a small minority) of the potential
26 claims, cannot be evaluated solely on its numeric relationship to those "potential"
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1 claims but must be evaluated on the appropriateness of the amount under the
2 relevant circumstances. While the proposed Settlement is not reviewed in the
3 same fashion as a Rule 23 class settlement (this being a purely "opt in" settlement
4 for each Plaintiff and other collective action member), in a class action case "[i]t is
5 well-settled law that a cash settlement amounting to only a fraction of the potential
6 recovery does not per se render the settlement inadequate or unfair." *Officers v.*
7 *Justice v. Civil Service Commission*, 688 F.2d 615, 628 (9th Cir. 1982). Courts
8 within the Ninth Circuit, and elsewhere, have, under appropriate circumstances,
9 approved class action settlements that result in a small percentage of the potential
10 class damages being recovered. *See, In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d
11 454, 459 (9th Cir. 2000); *In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1042
12 (N.D. Cal. 2008); *Bellinghausen v. Tractor Supply Company*, 306 F.R.D. 245, 256
13 (N.D. Cal. 2015); *Custom LED LLC v. eBay, Inc.*, 2013 WL 6114379, p. 3 (N.D.
14 Cal. 2013) and other cases. The recoveries in the foregoing cases were found
15 appropriate in class settlements even though, in those cases, the legal rights of all
16 class members were limited without their affirmative consent. A finding that the
17 proposed Settlement of the *Cesarz* claims is fair (given the significant obstacles to
18 any recovery, much less a total recovery) has a far stronger basis than in any of
19 such cases as it is on a "opt in" basis and only limits the rights of those who accept
20 it.

1 **2. The Settlement is the product of an informed negotiation.**

2 The settlement is fair and reasonable because it is the product of an informed
3 negotiation between the parties. The Wynn has provided appropriate disclosures of
4 the amount of tip pool monies in dispute during both the *Tang* and *Cesarz* time
5 periods. Greenberg Decl. ¶ 2. Counsel for the parties are well informed as to the
6 relevant practices of the Wynn giving rise to this dispute. Such counsel are also
7 well aware of the legal and factual issues presented by this litigation and the
8 lengthy *Cesarz* proceedings and those issues have greatly, and properly, influenced
9 the parties' negotiating positions. *See Ontiveros v. Zamora*, 303 F.R.D. 356, 371
10 (E.D. Cal. 2014) ("A settlement that occurs in an advanced stage of the
11 proceedings indicates that the parties carefully investigated the claims before
12 reaching a resolution."). The proposed Settlement is based on adequate
13 information to warrant a finding it is fair and reasonable.

14 **3. The Settlement properly considers litigation risks.**

15 This issue is substantially discussed, *supra*. The proposed Settlement
16 provides for a payment of the *Tang* period claims that is essentially equal to the
17 value of those claims, as estimated by Plaintiffs' counsel, not including the
18 potential recovery of additional attorney's fees, costs, or FLSA liquidated damages.
19 Yet, as discussed *supra*, Wynn would vigorously dispute those claims on both the
20 facts and the law and the Plaintiffs cannot be assured of success on those claims.
21 It is fair and reasonable for the Plaintiffs to accept something less than the full
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1 measure of recovery they would secure if they were to successfully litigate those
2 claims to judgment.

3 The proposed Settlement provides for a payment of the *Cesarz* period claims
4 for an amount that is less than the potential value of those claims. That is
5 appropriate given the multitude of unanswered legal questions bearing on those
6 claims and their current dismissed and under appeal status, as discussed *supra*. It
7 is difficult to even determine the proper "potential" value of those claims given that
8 certain legal arguments raised by Wynn will drastically reduce the scope of those
9 claims, by perhaps 70%, or could eliminate them completely. Even if the Plaintiffs
10 resolved all of those questions of law in their favor, they would still have to prove
11 facts vigorously disputed by Wynn. Accordingly, it is fair and reasonable for the
12 Plaintiffs to accept a settlement that will pay them less than they might recover on
13 those claims, given the very real prospect that they will recover nothing at all if
14 they continue to press forward with the *Cesarz* appeal.
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20 **4. The scope of the Settlement release is proper.**

21 The scope of the release that will be given under the Settlement by the
22 accepting Plaintiffs and other collective action members is as to "...any and all
23 wage and hour claims and causes of action that are based on the factual allegations
24 in the complaints in the [*Tang* and *Cesarz*] Actions." Ex. "C" to Ex. "1" proposed
25 form of Settlement Offer and Release.
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1 The proposed release under the Settlement is fair and reasonable as it is
2 limited to the claims made in this action and *Cesarz*. *See, Selk*, 159 F.3d at 1178,
3 discussing collected cases on that issue and noting in FLSA cases "...a release
4 provision should be limited to the wage and hour claims at issue." *See, also*,
5 *Collins v. Cargill Meat Solutions Corp.*, 274 F.R.D. 294, 303 (E.D. Cal. 2011)
6 (release proper where "released claims appropriately track the breadth of Plaintiffs'
7 allegations in the action" and "does not release unrelated claims that class
8 members may have against defendants").
9

11 **5. The informed views of counsel support the Settlement.**

12 Plaintiffs' counsel are experienced in wage and hour class and collective
13 actions. Greenberg decl. ¶ 14. Plaintiffs' counsel has determined that the
14 Settlement's terms are substantially favorable to the current Plaintiffs and the other
15 collective action members in respect to both the *Tang* and *Cesarz* time period
16 claims. *Id.* ¶¶ 3-7. That determination involves a careful and considered analysis
17 of the legal and factual issues raised by the claims in each case and their attendant
18 litigation risks. *Id.* In determining whether a settlement is fair and reasonable,
19 "[t]he opinions of counsel should be given considerable weight both because of
20 counsel's familiarity with th[e] litigation and previous experience with cases."
21 *Larsen v. Trader Joe's Co.*, No. 11-cv-05188-WHO, 2014 WL 3404531, *5 (N.D.
22 Cal. Jul. 11, 2014); *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 967 (9th Cir.
23 2009) ("[p]arties represented by competent counsel are better positioned than
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1 courts to produce a settlement that fairly reflects each party's expected outcome in
 2 litigation" (quoting *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir.
 3 1995))). This factor thus weighs in favor of approval.

4
 5 **6. The Settlement is not tainted by fraud or collusion.**

6 The Settlement was reached after extensive investigation, information
 7 sharing, and over six years of litigation and appeals in the *Cesarz* case. Plaintiffs'
 8 counsel has been engaged in repeated litigation (five different cases) against the
 9 Wynn in respect to the tip pooling policy in dispute in state and federal courts and
 10 administrative proceedings and multiple appeals since 2006 and has vigorously
 11 advocated for the Plaintiffs. Greenberg Decl. ¶ 10. The proposed Settlement is
 12 the product of informed, arm's length, negotiations between experienced counsel
 13 who have vigorously litigated this dispute for nearly 15 years.

14
 15
 16
 17 **C. The proposed attorney's fee and expense payment is proper.**

18
 19 **1. Plaintiffs' counsel believe that a fee of 25% of an FLSA**
 20 **common fund is proper, and Defendant does not oppose.**

21 Plaintiffs' counsel seeks a fee equal to 25% of the total recovery secured in
 22 this case. The Settlement creates a "common fund" for the benefit of all plaintiffs
 23 in this case, in *Cesarz*, and all other similarly situated persons with FLSA claims
 24 that have not yet joined this case or *Cesarz*. As discussed in *Selk*, when an FLSA
 25 settlement creates such a common fund it is appropriate for the Court to use a
 26 "...percentage-of-recovery method to determine a reasonable attorney's fee." 159
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 28

1 F.Supp.3d at 1180. In the Ninth Circuit the "benchmark" used for such a
 2 percentage of recovery of common fund fee award is 25%. *Id.*, citing and quoting
 3 *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015).
 4

5 **2. Plaintiffs' counsel believe that the fee of 25%**
 6 **of the recovery is also proper based on the fee**
 7 **agreement entered into by the current plaintiffs.**

8 Every plaintiff who has opted into in this case and in *Cesarz* signed a written
 9 contingency fee agreement with plaintiffs' counsel granting such counsel a fee of
 10 25% of any recovery on such plaintiffs' FLSA claim. Greenberg Decl. ¶ 8. That
 11 fee is properly paid to plaintiffs' counsel if the plaintiffs agree to accept the
 12 settlement as long as it is not an "unreasonable fee" in violation of Nevada Rules of
 13 Professional Conduct Rule 1.5. Plaintiffs' counsel submits that percentage fee,
 14 intended to compensate plaintiffs' counsel for the risk they would recover no fee
 15 whatsoever (and the potential loss of the expenses advanced to prosecute such
 16 litigation), is reasonable as a matter of law. It is less than the typical contingency
 17 fees charged in many tort cases where there is little or no risk of non-collection.
 18
 19
 20

21 Nor do the FLSA claims in this case, and the possibility of an award of
 22 statutory attorney's fees, necessarily override the terms of the plaintiffs'
 23 contingency fee agreement with plaintiffs' counsel. *See, Venegas v. Mitchell*, 495
 24 U.S. 82 (1990) (Plaintiff's counsel can receive fee as percentage of recovery
 25 pursuant to fee agreement with plaintiff and statutory fee award payable by
 26 defendant). The Ninth Circuit has not expressly opined on this issue in the FLSA
 27
 28

1 context, but the Eighth Circuit has held agreements by the parties on the fees to be
2 paid to plaintiffs' counsel in FLSA cases are entitled to significant deference. *See,*
3 *Melgar v. OK Foods*, 902 F.3d 775, 779-80 (8th Cir. 2018) (Reversing district
4 court's denial of agreed fees to be paid to FLSA plaintiffs' attorneys). It
5 subsequently found that the district court's authority to review FLSA settlements
6 was limited to the merits of the plaintiff's claims and no such authority exists to
7 approve or disapprove of FLSA attorney fee settlements. *See, Barbee v. Big River*
8 *Steel, Inc.*, 927 F.3d 1024, 1027 (8th Cir. 2019).²

11 None of the opt-in plaintiffs are compelled to accept the Settlement and all
12 agreed to pay their counsel a fee of 25% of their recovery. To the extent non-
13 plaintiffs may now elect to participate in the Settlement, and by doing so also agree
14 to pay counsel a fee equal to 25% of their proposed settlement share, they are not
15 being compelled to do so. They can decline to participate in the Settlement,
16 preserve their legal rights, and institute litigation over their claims with other
17 counsel of their choosing. Accordingly, the proposed 25% fee is fair and
18 reasonable and should be awarded to plaintiffs' counsel in respect to the claims of
19 all persons, both current plaintiffs and non-plaintiffs, who elect to participate in the
20 settlement.

27 ² The Second Circuit, without any particular analysis, appears to disagree with that
28 conclusion. *See, Fisher v. SD Prot. Inc.*, 948 F.3d 593, 606 (2d Cir. 2020).

3. **Plaintiffs' counsel also believe that the fee of 25% of the recovery is also proper under a "lodestar cross check."**

In *Vizcaino v. Microsoft Corporation*, 290 F.3d 1043 (9th Cir. 1990) the Ninth Circuit reaffirmed that a percentage of a common fund fee award was proper even in a “megafund” case involving a common fund in excess of \$96,000,000. In upholding the district court’s award of a 28% fee *Vizcaino* also approved, with a certain amount of caution, the use of a “lodestar cross-check” of a percentage of a common fund fee award. *Vizcaino*’s caution was based upon the inherent limitations of the lodestar fee analysis and the widespread criticism of its application to common fund fee awards. *Id.* 290 F.3d at 1050 n. 5. By relying upon “time expended” to calculate a fee the lodestar fee analysis fails to appropriately award counsel for securing the speedy and early resolution of litigation and it encourages counsel to expend unnecessary time.³ *Id.*

³ The lodestar approach to awarding fees in common fund cases has been severely criticized. It has been held to be “thoroughly discredited by experience.” *In re Oracle Sec. Litig.* 131 F.R.D. 688, 689 (N.D. Cal. 1990) (citing *In re Activision Sec. Litig.* 723 F.Supp. 1373 (N.D. Cal. 1989)). It has been rejected by two circuits. *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1266-1271 (D.C. Cir. 1993) and *Camden I Condominium Assoc., Inc. v. Dunkle* 946 F.2d 768, 774 (11th Cir. 1991). See, Conte, *Attorney Fee Awards (Second)*, §2.04, p. 34 (citing sources); *Manual For Complex Litigation (Third)*, p. 202. In a comprehensive study, a Third Circuit Task Force recommended abandoning the lodestar approach in common fund cases. See, Third Circuit Task Force Report, *Court Awarded Attorney Fees* (Arthur R. Miller, Reporter, 1985) reported at 108 F.R.D. 237, 255.

1 In evaluating the appropriateness of a common fund fee award under a
2 lodestar cross check the Court must reference the appropriate hourly lodestar rates
3 for plaintiffs' counsel. Plaintiffs' counsel are highly experienced and would
4 typically command an hourly rate of anywhere from \$450 an hour to \$950 an hour.
5 Greenberg Decl. ¶ 8. In addition, a lodestar cross-check should include a
6 multiplier. *Vizcaino*, 290 F.3d at 1051. A multiplier compensates counsel for the
7 risk of non-collection and “mirrors the established practice of the private legal
8 market” of paying enhanced fees to contingency counsel. *Id.* In *Vizcaino*, a
9 multiplier of 3.65 was held to be appropriate and the Court acknowledged that
10 multipliers as high as 4 were frequently used when applying a lodestar analysis to a
11 common fund fee award. *Id.* *Vizcaino* also did not preclude the appropriateness
12 of higher multipliers, depending on the circumstances, and noted multipliers as
13 high as 19.6 had been used in certain common fund fee cases. *Id.* See, also, *In Re*
14 *Rite Aid Sec. Litig.*, 362 F. Supp 2d 587, 589 (E.D. Pa 2005) (25% of common
15 fund fee that resulted in 6.96 multiplier approved).

16
17 The effective multiplier in this case for lodestar cross check purposes is 2.82
18 or less (lodestar of \$496,450 x 2.82 = \$1,400,000). Greenberg Decl. ¶ 9. That is
19 within the lower range of lodestar cross check multipliers and results in an
20 attorney's fee at the baseline percentage (25%) of typically approved common fund
21 fees. It is significantly less than the fee percentage (28%) and multiplier (3.65)
22 found appropriate in *Vizcaino*. Unlike in many other cases, plaintiffs' counsel had,
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1 and does, face a significant risk of not collecting any fee whatsoever in this case,
2 such risk more than justifying that multiplier and resulting fee. *See, In Re*
3 *Infospace, Inc. Secs. Litig.*, 330 F. Supp 2d 1203, 1215-16 (W.D. Wa. 2003)
4 (Citing *Vizcaino* and applying a lodestar multiplier of 3.5 times the hourly rate in a
5 “garden variety securities fraud case” with only a “modest risk” of non-recovery).
6

7
8 **4. Plaintiffs' counsel believe that the fee of 25% of the**
9 **recovery is proper when the history of plaintiffs'**
10 **counsel's efforts are considered in their totality.**

11 Plaintiffs' counsel has engaged in a nearly 14 years of unpaid advocacy on
12 behalf of the Wynn table games dealers through a series of lawsuits, appeals, and
13 an administrative proceeding pre-dating both this case and the initiation of *Cesarz*
14 in 2013. Greenberg Decl. ¶ 10. Defendant's discontinuance of the disputed tip
15 pooling policy six months after the initiation of this lawsuit cannot, as a matter of
16 law or fact, be attributed to this case. Defendant, in entering into the Settlement,
17 does not admit to any wrongdoing, does not agree it discontinued that policy in
18 response to this litigation, and maintains that policy was proper and legal. Yet
19 nothing precludes the Court from taking notice of plaintiffs' counsel extensive
20 uncompensated efforts to stop that policy at an earlier point in time when
21 evaluating the fairness of the requested attorney's fee award.
22
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24

25 If the uncompensated time spent on the litigations that pre-date *Cesarz* and
26 date back to 2006 was considered, the requested fee award includes no lodestar
27 cross check multiplier. Greenberg Decl. ¶¶ 9, 10.
28

1 **5. Plaintiffs' counsel should be reimbursed \$7,497.18 in expenses.**

2
3 Plaintiffs' counsel incurred \$7,147.18 in expenses for which reimbursement
4 is properly sought. Greenberg Decl. ¶ 11. Such expenses are sought for a narrow
5 range of disbursements, such as court filing fees, process service fees, and travel
6 outside of Nevada for argument before the Ninth Circuit. No award is sought for
7 legal research costs, travel within Nevada, postage or copies and the requested
8 expense reimbursement award should be granted.
9

10
11 **D. Plaintiffs' counsel believe that the proposed service**
12 **award payments are proper, and Defendant does not oppose.**

13 The Settlement provides for a \$10,000 service award to each of the named
14 plaintiffs (total of \$20,000). The payment of such awards to named plaintiff
15 collective action representatives in FLSA cases is proper. See, *Selk*, 159
16 F.Supp.3d at 1181 *citing and quoting Staton v. Boeing*, 372 F.3d 938, 977 (9th Cir.
17 2003). The two named plaintiffs have been essential in assisting plaintiffs'
18 counsel in the prosecution of this case and have devoted significant time and effort
19 to the prosecution of this case and *Cesarz* since 2013. Greenberg Decl. ¶ 12.
20
21

22 The proposed service awards are not excessive or indicative of any unfair
23 treatment towards the named plaintiffs at the expense of the other FLSA collective
24 action members. Nor do the proposed service awards exceed those that have been
25 approved in other class cases, although each case and service award must, of
26 course, be evaluated on their own merits. See, *Van Vranken v. Atlantic Richfield*
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1 *Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995), (\$50,000 awarded to named plaintiff
2 Van Vranken) and *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D.
3 Cal. 2007), (\$25,000 awarded to each of the four class representatives in case
4 involving failure to pay overtime and improper deductions from wages).

5
6 In *Van Vranken* the Court discussed several of the factors that should be
7 considered in approving service awards to class representatives. 901 F. Supp. at
8 299. These include the financial and other risks assumed by the class
9 representative; the notoriety and personal difficulties encountered by the class
10 representative; the amount of time and effort spent by the class representative; and
11 the duration of the litigation.
12

13
14 The named plaintiffs assumed a significant financial risk by prosecuting this
15 litigation and that risk is properly compensated for by the proposed service awards.
16 In the event a judgment in this case was entered in favor of the defendant the
17 named plaintiffs could be held liable for defendant's costs, and those costs, if this
18 case proceeded through depositions and extensive pre-trial proceedings, are likely
19 to be substantially larger than the service awards they are receiving. *See*,
20 *Whiteway v. Fedex Kinkos Office & Print Services, Inc.*, (N.D. Cal. 2007) 2007
21 U.S. Dist. LEXIS 95398, (Defendant judgment in class certified wage and hour
22 lawsuit, the representative plaintiff was assessed costs of \$56,788).
23
24

25
26 The proposed service awards to the named plaintiffs are appropriate under
27 the relevant circumstances and should be approved.
28

1 **E. The proposed "one step" Settlement procedure is proper.**

2
3 In the interests of judicial efficiency, the parties are asking the Court to
4 utilize a "one step" settlement procedure, as is properly done in FLSA "opt in"
5 settlements. *See, Briggs v. PNC Financial Services Group, Inc.*, 2016 WL
6 7018566 p. 1 (N.D. Ill. 2016) (Collected cases, explaining that "one step" approval
7 is appropriate in FLSA "opt in" settlements as they do not trigger the due process
8 concerns attendant to Rule 23 class action settlements). The issue presented is
9 whether the proposed Settlement, for those Plaintiffs and collective action
10 members who voluntarily agree to accept it, meets the minimum requirements of
11 fairness to warrant approval under the FLSA. The Court is merely asked to *allow*
12 those who choose to accept the Settlement to take action and compromise their
13 legal rights; it is not acting, as in a Rule 23 class action settlement, as a guardian
14 for those whose legal rights *will* be compromised by settlement if they fail to act.

15 A "two step" settlement process with notice to, and opportunity to comment
16 from, the Plaintiffs and other collective action members is unnecessary and
17 inefficient. As noted in *Selk*, the Court's ultimate concern is with the settlement's
18 fairness in totality, not its "individual component parts." 159 F. Supp. 2d. at 1176,
19 1177. The record amply demonstrates that, in its totality, the proposed Settlement
20 meets the "fair and reasonable resolution of a bona fide dispute" standard to merit
21 approval under the FLSA. Any interested Plaintiff or other collective action
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1 member who feels the Settlement is inadequate need not accept it and may fully
2 litigate their FLSA claims. They cannot provide any meaningful or material
3 commentary that would be helpful to the very limited nature of the FLSA
4 settlement approval question that is presented to the Court.
5

6 **IV. CONCLUSION**
7

8 For the reasons set forth in this memorandum, the parties respectfully
9 request that the Court: (1) grant their motion for approval of their settlement; (2)
10 enter their proposed order directing relief consistent with that requested by their
11 motion.
12
13
14

15 Respectfully submitted,
16

17 DATED: December 21, 2020
18

LEON GREENBERG PROF. CORP.
19

20 By: /s/ Leon Greenberg
21 Leon Greenberg #8094
22 2965 South Jones Boulevard
23 Suite E-3
24 Las Vegas, NV 89146
25 Tel: (702) 383-6085
26 Attorneys for Plaintiffs
27
28

DATED: December 21, 2020

KAMER ZUCKER ABBOTT

By: /s/ R. Todd Creer

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Attorney for Defendant
Wynn Las Vegas, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of December, 2020, the undersigned, served a copy of the foregoing **MOTION** pursuant to the Electronic Case Filing system of the United States District Court, District of Nevada on the following parties:

/s/ Leon Greenberg

INDEX OF EXHIBITS

Exhibit "1" - Stipulation of Settlement

Exhibit "2" - Proposed Order

Exhibit "3" - U.S. Dept. of Labor Field Assistance Bulletin No. 2018-3

Exhibit "4" - Declaration of Leon Greenberg

EXHIBIT "1"

EXHIBIT "1"

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14 Attorneys for Defendant

15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17 QUY NGOC TANG and JOSEPH
18 CESARZ, and all persons whose names are
set forth in Exhibit A, individually and on
19 behalf of all others similarly situated,

20 Plaintiffs,

21 vs.

22 WYNN LAS VEGAS, LLC,

23 Defendant.
24

Case No. 2:18-cv-00891-APG-GWF

**STIPULATION OF SETTLEMENT AND
RELEASE**

STIPULATION OF SETTLEMENT

This Stipulation of Settlement is voluntarily made and entered into this ____th day of November, 2020, by and between Defendant Wynn Las Vegas, LLC, and Lead Plaintiffs Quy Ngoc Tang and Joseph Cesarz.

1. The Actions and Claims.

A. *Cesarz*: On January 21, 2013, Joseph Cesarz and Quy Ngoc Tang filed a putative opt-in collective action complaint on behalf of themselves and other similarly situated dealers, styled *Cesarz v. Wynn Las Vegas, LLC*, 2:13-cv-00109, against Defendant Wynn Las Vegas, LLC (“Wynn” or “Defendant”), alleging that Wynn violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b) because boxmen and Casino Service Team Leads (“CSTLs”) were included in the tip pool. In bringing the suit, Plaintiffs relied exclusively on 2011 regulations issued by the Department of Labor regarding tip pooling. In 2016, a divided panel of the Ninth Circuit reversed the district court’s first order dismissing the Appellants’ complaint. *Or. Rest. & Lodging Ass’n v. Perez* (“*ORLA*”), 816 F.3d 1080 (9th Cir. 2016). Writing for the majority, Judge Pregerson deferred to the 2011 Department of Labor regulations. While Wynn’s petition for a writ of certiorari to the Supreme Court was pending, Congress amended the FLSA and stated that the 2011 regulations would have “no further force or effect.” 2018 Appropriations Act, Div. S § 1201(c). The Parties dispute the meaning of that provision. But the district court agreed with Defendant, ruling that entry of any judgment against Wynn would give impermissible “further force or effect” to the 2011 regulations. *Cesarz v. Wynn Las Vegas LLC*, No. 13- cv-1009, 2019 WL 237389, at *1 (D. Nev. Jan. 13, 2019). Plaintiffs have filed a Notice of Appeal regarding that decision. *See* Case No. 19-15166 (9th Cir.). The appeal in the Cesarz Action is currently stayed

1 pending this settlement. The claims at issue in the *Cesarz* Action accrued from May 5, 2011
 2 through March 22, 2018.

3 During the pendency of their first appeal, Plaintiffs filed a separate action, styled *Doe v.*
 4 *Wynn Las Vegas, LLC*, 2:16-cv-00482-JCM-NJK, which was consolidated with the *Cesarz*
 5 Action.

6 **B. *Tang*:** On May 16, 2018, Quy Ngoc Tang and Joseph Cesarz filed the *Tang*
 7 putative opt-in collective action complaint on behalf of themselves and other similarly situated
 8 dealers, styled *Tang v. Wynn Las Vegas, LLC*, 2:18-cv-00891, against Defendant Wynn Las Vegas,
 9 LLC, alleging that Wynn violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b) (as
 10 amended by the 2018 Appropriations Act) because boxmen and Casino Service Team Leads
 11 (“CSTLs”) were included in the tip pool. The case was stayed pending settlement discussions in
 12 the *Cesarz* Action. The claims at issue in the *Tang* Action accrued from March 23, 2018 to
 13 November 11, 2018 when the Wynn's disputed tip pooling policy ceased.

14 On May 9, 2019, the Parties engaged in mediation with Ninth Circuit mediator Steven
 15 Saltiel. The Parties reached a settlement-in-principle and executed a Memorandum of
 16 Understanding by which a Settlement in *Tang* would result in a final judgment in that case and
 17 such Settlement would also settle all claims made in *Cesarz* or that could still have been made in
 18 *Cesarz*.

19 **2. Definitions.** For purposes of this Stipulation of Settlement, the following
 20 definitions shall apply, in addition to the definitions set forth in other Sections of this Stipulation
 21 of Settlement:

22 **A.** “Plaintiffs” or “Collective members” shall mean and refer to the individuals
 23 who filed Notices of Consent in the *Cesarz* Action and/or *Tang* Action; each may be referred to
 24

1 individually as a “Plaintiff.” Solely for the purposes of this Stipulation of Settlement, “Plaintiffs”
2 shall also include any individuals who are members of the proposed Collective for settlement of
3 *Cesarz* Claims and/or *Tang* Claims and who have not yet filed a Notice of Consent to joinder in
4 either the *Cesarz* Action or *Tang* Action but could still do so and make a claim within the maximum
5 three year FLSA statute of limitations as of January 31, 2020 . A list of the Plaintiffs is set forth
6 in Exhibit A.

7 **B.** “Lead Plaintiffs” shall refer to Quy Ngoc Tang and Joseph Cesarz.

8 **C.** “Released Claims” shall mean and refer to the claims released by the
9 Plaintiffs and Collective Action Members as set forth in Section 13.

10 **D.** “Parties” shall mean and refer to Plaintiffs and Defendant, collectively; each
11 may also be referred to separately as a “Party.”

12 **E.** “Service Award” means a Court-approved sum to be paid to Cesarz and
13 Tang in accordance with Section 12 of this Stipulation of Settlement.

14 **F.** “Settlement Administrator” shall mean CPT Group, the third party company
15 appointed to administer the Settlement.

16 **G.** “Settlement Effective Date” shall mean and refer to the date on which the
17 Court has entered an Order and Final Judgment of Dismissal, in all material respects in the form
18 set forth in Exhibit B to this Stipulation of Settlement, or, in the event that the Court enters an
19 order (or orders) in a form other than Exhibit B (an “Alternative Judgment”) and neither Defendant
20 nor either of the Lead Plaintiffs, through their respective counsel of record, elects to terminate this
21 Stipulation of Settlement as provided herein, the date that the Parties’ right to appeal any
22 Alternative Judgment passes. The Settlement Effective Date will not be affected by any appeal or
23 review that involves solely the amount of the award of attorney fees or costs, as outlined in Section
24

17. The Settlement Effective Date will also not be affected by any Plaintiff who individually rejects, or who does not respond to, the Settlement (“Rejecting Plaintiff” as described more fully below) and pursues any action on his or her own behalf.

H. “Released Parties” shall mean and refer to Defendant Wynn Las Vegas, LLC, and each of its present and former officers, directors, employees, agents, attorneys, predecessors, successors, assigns, shareholders, parents, subsidiaries, affiliated entities, spouses, children, representatives, transferors, transferees, partners, principals, trustees, executors, members, insurers, investors, servants, beneficiaries, devisees, guardians, heirs, and all other persons, firms, corporations, divisions, associations, limited liability companies, and/or partnerships associated therewith or related thereto. For the avoidance of doubt, Released Parties shall specifically include Wynn Resorts, Limited, Encore Las Vegas, Steve Wynn (currently a defendant in the *Cesarz* Action), and Andrew Pascal (formerly a defendant in the *Cesarz* Action).

3. The Settlement. This settlement includes all Plaintiffs listed on Exhibit A.

4. Settlement Amount and Allocation. Defendant agrees to pay Plaintiffs a settlement amount up to \$5,600,000 (the “Settlement Amount”), less all applicable federal, state, and local taxes and other withholdings as described in Section 8, to resolve all of Plaintiffs’ Released Claims as described in Section 13. The Settlement Amount includes all amounts to be paid by Defendant, including attorneys’ fees (up to 25% of the Settlement Amount), actual costs, Service Awards, and Settlement Administrator fees¹, with the exception of “Employer Taxes,” as

¹ No more than \$20,000 shall be paid from the Settlement Amount as Settlement Administrator Fees. In the event the Settlement Administrator Fees exceed \$20,000 the amount in excess of \$20,000 shall be paid from the amounts authorized under the Settlement as permissible awards of attorney's fees and costs and reduce such awards.

defined in Section 8, which will be paid by Defendant in addition to the Settlement Amount.² Section 7 sets forth those portions of the Settlement Amount that may be retained by or returned to Defendant. Furthermore, except as set forth in Section 18(A), the costs of the Settlement Administrator will be paid from and deducted from the Settlement Amount.

The Settlement Amount will be allocated as follows:

(1) Allocation between *Cesarz* and *Tang* Actions and Claims. Seventy percent (70%) of the Net Settlement Amount will be allocated the claims made in the *Tang* Action or accrued as of January 31, 2020 (the "*Tang* Claims") and thirty percent (30%) of the Net Settlement Amount will be allocated to the claims actually made or accrued as of January 31, 2020 (if that case had not been dismissed) in the *Cesarz* Action (the "*Cesarz* Claims"). This respective allocation is based upon the procedural posture of the cases and Plaintiffs' Counsels' relative assessment of the strengths and weaknesses of each Action and set of claims; and

(2) Pro Rata Distribution based on Timeliness of Claim and Tips. Each Plaintiff's settlement award will be calculated based on the following formula:

The Net Settlement Amount allocated to pay Plaintiffs holding each set of claims shall be apportioned among all Plaintiffs eligible to make each set of claims on a *pro rata* basis reflecting the percentage of each Plaintiff's relevant tip pool interest in each set of claims. For the *Tang* Claims each Plaintiff's relevant tip pool interest is the amount of the tips they received from the dealer's tip pool for work

² The "Net Settlement Amount" is the "Settlement Amount" minus attorneys' fees (up to 25% of the Settlement Amount), actual costs, Service Awards, and Settlement Administrator fees.

1 performed from March 23, 2018 to November 11, 2018 as a percentage of all of the
2 tips distributed from the dealers' tip pool to all Plaintiffs during for that time period.
3 For the *Cesarz* Claims each Plaintiff's relevant tip pool interest is determined as
4 follows:

5 (a) For each Plaintiff who previously filed a consent to joinder in the
6 *Cesarz* action the amount of the tips they received from the dealer's tip pool for
7 work performed from the date three years prior to the filing with the Court of their
8 written consent to join *Cesarz* but not earlier then May 1, 2011 and ending on
9 March 22, 2018 has been ascertained;

10 (b) For each Plaintiff who has not previously filed a consent to joinder
11 in the *Cesarz* Action the amount of the tips they received from the dealer's tip pool
12 starting on January 31, 2017 and ending on March 22, 2018 has been ascertained;

13 (c) The amount of each plaintiff's tip receipts determined under (a) and (b) shall
14 be totaled;

15 (d) Each plaintiff's relevant tip pool interest for the *Cesarz* claims will be their
16 *pro rata* portion of the total amount determined under (c) using their tip receipt total as
17 specified in (a) or (b) depending on whether they previously did, or did not, file a consent
18 to joinder in the *Cesarz* Action.

19 Some Plaintiffs have both *Tang* Claims and *Cesarz* Claims and will receive
20 two (2) separate settlement awards. Exhibit A sets forth the Individual Settlement
21 Allocation offered to each Plaintiff by Defendant through this settlement pursuant
22 to the foregoing method.

23 **5. Settlement Offer and Release Form; Options to Respond.**

24 The Settlement Administrator will be responsible for distributing the Settlement Offer and

1 Release form, attached hereto as Exhibit C, to the Plaintiffs. Plaintiffs will have 60 days from the
2 date of mailing of the Settlement Offer and Release form to respond in writing to the settlement
3 (“Response Period”). Plaintiffs who sign and return their Settlement Offer and Release form
4 within the Response Period will be eligible to receive their settlement and are referred to herein as
5 “Accepting Plaintiffs.”

6 The Settlement Administrator shall make all reasonable efforts to communicate each
7 Plaintiff’s individual settlement offer and to gather signed Settlement Offer and Release forms
8 from each Plaintiff. Plaintiffs’ Counsel will recommend that each Plaintiff accept his/her
9 settlement offer and sign the Settlement Offer and Release form to the extent ethically appropriate.
10 The Settlement Administrator shall provide Defendant with weekly updates regarding acceptances,
11 rejections, and non-responses, by Plaintiffs of their individual settlement offers.

12 Plaintiffs who communicated their rejection of the settlement in writing to the Settlement
13 Administrator within the Response Period are referred to herein as “Rejecting Plaintiffs.”
14 Furthermore, any Plaintiffs who do not within the Response Period either (a) submit a signed
15 Settlement Offer and Release form or (b) submit a written rejection, will also be referred to herein
16 as “Rejecting Plaintiffs”

17 The Settlement Administrator shall provide Defendant with a final list of all Accepting
18 Plaintiffs and Rejecting Plaintiffs within four days after the close of the Response Period.

19 **6. Effect of Rejection or Non-Response.**

20 Each Rejecting Plaintiff will be dismissed from the *Tang* Action if they previously filed a
21 consent to joinder in *Tang* as of the Settlement Effective Date, without prejudice. The FLSA
22 claims of any Rejecting Plaintiff, in respect to both the *Tang* Claims and *Cesarz* Claims shall be
23 tolled, from the date the Rejecting Plaintiff’s Notice of Consent form was filed in the *Tang* and/or
24

1 *Cesarz* Action(s) through up to 30 days after the Settlement Effective Date or the date the Rejecting
2 Plaintiff files an individual action, whichever is sooner. If a Rejecting Plaintiff who previously
3 filed a consent to joinder in the *Cesarz* action files an individual action within 30 days of the
4 Settlement Effective Date, such Rejecting Plaintiff will not be bound by the January 16, 2019 order
5 in the *Cesarz* action and Wynn agrees, as will be confirmed in the Order of Final Approval, that
6 the January 16, 2019 order of the district court has no res judicata or collateral estoppel effect with
7 respect to FLSA claims within the scope of that order. However, nothing in this Agreement
8 prevents Wynn from citing the January 16, 2019 order for its precedential and persuasive effect, if
9 any.

10 **7. Effect of Non-Response and No Separate Action.** Rejecting Plaintiffs will not be
11 bound by the release outlined in Section 12. Defendant shall not be obligated to pay any portion
12 of the Settlement Amount allocated to any Rejecting Plaintiff. Non-Responding Plaintiffs shall be
13 treated as Rejecting Plaintiffs for all purposes as set forth in this Settlement. However, Non-
14 Responding Plaintiffs who do not file a separate action may claim their allocated share of the
15 settlement up to a period of 365 days after the Effective Date by signing the Settlement Offer and
16 Release form and returning it to the Settlement Administrator, who will then forward said
17 documents to the Parties. Upon signing the Settlement Offer and Release form, such Non-
18 Responding Plaintiff shall be deemed an Accepting Plaintiff. Upon receipt of a Settlement Offer
19 and Release by such a Plaintiff, the Settlement Administrator will issue a settlement check for that
20 Plaintiff's settlement allocation, to Plaintiff. The Settlement Administrator shall provide Plaintiffs'
21 Counsel and Defendant with a copy of all Settlement Offer and Release forms signed by such
22 Plaintiffs within seven days of receipt.

23 Any funds remaining after 365 days will revert to Defendant.
24

1 **8. Designation of Types of Payments.** Because the Plaintiffs' claims include claims
2 for liquidated damages, penalties, and interest, the Parties agree that 50% of the net payment to
3 each Plaintiff shall be treated as wages and 50% shall be treated as payment for penalties, interest,
4 and liquidated damages.

5 Wage payments to Accepting Plaintiffs shall be reported on an IRS Form W-2. Non-wage
6 payments to Plaintiffs shall be reported on an IRS Form 1099. The Settlement Administrator shall
7 prepare such IRS Form W-2 and IRS Form 1099 statements and provide them to the respective
8 Plaintiffs and applicable governmental authorities.

9 From the wage portion of each Plaintiff's allocated amount, Defendant shall withhold from
10 distribution all applicable federal, state, and local income and employment taxes required to be
11 withheld, and cause the appropriate deposits of taxes and other withholdings to occur. Each
12 Plaintiff's share of applicable federal, state, and local income and employment taxes withheld from
13 his or her distribution and deposited with the applicable governmental authorities in accordance
14 with this Stipulation of Settlement ("Employee Taxes") shall be a part of, and paid out of and shall
15 not be in addition to, the Settlement Amount.

16 From the wage portion of each Plaintiff's allocated amount, Defendant shall pay all
17 applicable federal, state, and local taxes that are normally payable by an employer from the
18 employer's funds, for example, FUTA/SUTA and the employer's portion of FICA ("Employer
19 Taxes"). Defendant shall make appropriate payments to the applicable governmental authorities
20 for Employer Taxes. The Settlement Administrator will take these Employer Taxes into account
21 when determining the allocation of funds. Defendant's portion of Employer Taxes are separate
22 and apart from the Settlement Amount and shall be separately paid by Defendant. Defendant shall
23 be responsible for calculating the Employee Taxes and Employer Taxes, as those terms are defined
24

1 in this Section.

2 **9. Settlement Payment and Distribution of Checks.** Within 30 days after the
3 Settlement Effective Date, the Settlement Administrator will deliver:

- 4 i. Checks made payable to each of the Accepting Plaintiffs in the amount owed to
5 each Accepting Plaintiff as set forth in the final settlement allocation. The
6 Settlement Administrator shall issue one check per Accepting Plaintiff for each
7 Action that he/she is a member;
- 8 ii. Payment to Plaintiffs' Counsel in the amount of attorneys' fees and costs approved
9 by the Court in this Action in such manner as directed by such counsel.
- 10 iii. Payment of any approved Service Awards to the Lead Plaintiffs in such manner as
11 they through their counsel direct.

12 The Settlement Administrator shall promptly deliver checks to Accepting Plaintiffs upon
13 receipt of the settlement funds from Defendant and in any event within 15 days after receipt of the
14 funds. The Settlement Administrator shall notify counsel for Defendant of the date that the
15 settlement checks are sent to the Plaintiffs.

16 The Parties agree to work together in good faith to ensure that all settlement checks are
17 received and cashed by the Plaintiffs. In this regard, Defendant will request from the Settlement
18 Administrator and provide to Plaintiffs' Counsel a list of those Plaintiffs who have not cashed their
19 checks within 45 days after the Settlement Administrator has sent the settlement checks to the
20 Plaintiffs. In the event that Plaintiffs' Counsel learns that a Plaintiff's settlement check has been
21 lost or stolen, Plaintiffs' Counsel agrees to promptly notify the Settlement Administrator and
22 cooperate in providing all information required to stop the lost or stolen check. The Settlement
23 Administrator will then issue a new check to that Plaintiff.

1 **10. Indemnification for Tax Liability.** Defendant makes no representation as to the
2 taxability of amounts reported on any IRS Form 1099. Accepting Plaintiffs and Non-Responding
3 Plaintiffs who later claim their allocated payment within 365 days of the Settlement Effective Date
4 agree to indemnify and hold Defendant harmless from any and all liabilities Defendant incurs
5 relating to any Plaintiff's failure to pay, or delay in paying, any income taxes, penalties, or other
6 amounts due from them to any taxing authority or jurisdiction on 1099 income.

7 **11. Attorneys' Fees and Costs.** Plaintiffs' Counsel may request Court approval for
8 payment not excess of 25% (i.e., \$1,400,000) from, and not in addition to, the Settlement Amount,
9 as payment for its attorneys' fees. Plaintiffs' Counsel may also request Court approval for
10 reimbursement of up to \$10,000 from (and not in addition to) the Settlement Amount in actual
11 costs, which shall include the portion of the Settlement Administrator's fees that is attributable to
12 the mailing of notices regarding Plaintiff's Counsel's withdrawal request. Plaintiffs' Counsel's
13 attorneys' fees and costs request will be disclosed to Plaintiffs in conjunction with the
14 communication of Plaintiffs' settlement offers as outlined above in Section 5. This amount is
15 intended to compensate Plaintiffs' Counsel for the work already performed and costs expended in
16 this case and the work remaining to be performed and costs remaining to be expended in securing
17 Court approval of the Stipulation of Settlement, defending any appellate challenges to the
18 Stipulation of Settlement, administering the Stipulation of Settlement, ensuring that the Stipulation
19 of Settlement is fairly administered, and implementing and obtaining dismissal of the Actions with
20 prejudice. The Settlement Administrator will issue Plaintiffs' Counsel an IRS Form 1099 for this
21 payment.

22 If the Court does not approve any portion of Plaintiffs' Counsel's requested attorneys' fees
23 or costs, such amounts that are not approved shall not revert back to Defendant (except in a case
24

1 in which this Stipulation of Settlement is voided pursuant to Section 18). Rather, any portion of
2 requested attorneys' fees or costs which is not approved by the Court shall be disbursed on a pro
3 rata basis to Accepting Plaintiffs.

4
5 **12. Service Awards to Cesarz and Tang.**

6 **A.** In further consideration for settling this Action, and in exchange for the
7 general release of all claims (known or unknown) against Defendant and Released Parties that
8 have arisen or could have arisen at any time prior to the Effective Date of the Settlement, and
9 subject to final approval by the Court, Plaintiffs' Counsel may apply for Cesarz and Tang to each
10 receive a Service Award in an amount not to exceed \$10,000.

11 **B.** Any request for a Service Award shall be filed concurrently with Plaintiffs'
12 Counsel's request for attorneys' fees and costs.

13 **C.** Any Service Award approved by the Court shall be in addition to the
14 payments that Cesarz and Tang receive as members of the settlement group and shall be deducted
15 from the settlement Amount.

16 **D. If the Court approves their respective requests for a Service Award,**
17 **then Cesarz and Tang, in their individual capacities, agree that they will be solely responsible**
18 **for correctly characterizing their Service Award for tax purposes and are solely responsible**
19 **for paying any taxes owing on said amount(s).** The Settlement Arbitrator shall report any
20 Service Award approved by the Court to state and federal taxing authorities as non-wage income
21 on IRS Form 1099.

1 **13. Release.** It is understood and agreed that Cesarz, Tang, and all Plaintiffs who
2 execute a Settlement Offer and Release form shall be bound by the release that is set forth in the
3 Notices. Each Notice will contain the following release:

4 In consideration of the payments provided for in this Settlement Offer and Release,
5 the sufficiency of which is hereby acknowledged, Plaintiff, on behalf of Plaintiff
6 and Plaintiff's respective heirs, estates, representatives, successors, assigns and
7 agents, hereby expressly and unconditionally waives any appeal from a Court order
8 approving this settlement and dismissing the Actions with prejudice, and releases
9 and forever discharges Defendant and all of the Released Parties from any and all
10 wage and hour claims and causes of action that are based on the factual allegations
11 in the complaints in the Actions, known or unknown, that have arisen or could have
arisen at any time prior to the date that this Settlement Offer and Release is executed,
including, but not limited to (i) any and all claims for unpaid minimum and/or
overtime wages, fines, penalties, liquidated damages, and attorneys' fees and
expenses; and (ii) any and all wage and hour claims that Plaintiff asserted or could
have asserted in the Actions based on the tip pool(s) at the Wynn and/or Encore,
whether under federal, state, local or other laws or ordinances, or pursuant to
contract, tort, or equitable theories.

12 **14. No Admission of Liability.** Nothing contained in this Stipulation of Settlement
13 shall be construed as or deemed an admission of liability, damages, culpability, negligence, or
14 wrongdoing on the part of Defendant or the Released Parties. Defendant, for itself and the
15 Released Parties, denies any liability or wrongdoing of any kind associated with the claims alleged
16 and the allegations contained in the Complaint and further denies that conditional or final
17 certification would be appropriate, absent a settlement.

18 **15. Inadmissibility of This Agreement.** This Stipulation of Settlement is a settlement
19 document and shall be inadmissible in evidence in any proceeding, except an action or proceeding
20 to approve, interpret, or enforce its terms.

21 **16. Reasonable Compromise of Bona Fide Dispute.** The Parties agree and will
22 represent to the Court that the terms of this Stipulation of Settlement reflect a reasonable
23 compromise of disputed claims and issues, arising from a bona fide dispute regarding liability
24

1 under the FLSA (including, but not limited to disputes about the following questions: whether the
2 2011 regulations regarding tip-pools prohibit the tip pool(s) in question, whether those regulations
3 can be used to impose liability in a private lawsuit, whether the 2018 amendments to the FLSA
4 foreclose any recovery based on the 2011 regulations, and whether the tip pool(s) in question
5 comply with the FLSA as amended in 2018). The Parties further agree that the settlement is a fair,
6 reasonable and adequate resolution of Plaintiffs' claims.

7 **17. Waiver of Appeals.** The Parties agree to, and do hereby waive all appeals with the
8 sole exception that Plaintiffs' Counsel can appeal a reduction, if any, in the amount of the attorneys'
9 fees and costs that the Court award. A denial of the requested fees and costs amount shall not void
10 this Stipulation of Settlement or affect the entry of the Order and Final Judgment.

11 **18. Voiding the Agreement.**

12 **A. Defendant's Right to Void the Agreement.** Defendant retains the right to
13 void, at its sole discretion, the Stipulation of Settlement the net amount allocated to the Rejecting
14 Plaintiffs totals \$280,000 or more. Defendant shall communicate its desire to exercise this option
15 in writing via email and U.S. mail to Joshua Buck, Thierman Buck LLP, 7287 Lakeside Drive,
16 Reno, NV 89511, josh@thiermanbuck.com. If Defendant desires to exercise this option, it must
17 do so within 7 days after the Settlement Administrator provides Defendant the final list of
18 Accepting Plaintiffs and Rejecting Plaintiffs, as referenced in Sections 5, unless such deadline is
19 extended by mutual agreement of the Parties.

20 In the event that Defendant elects to void the Stipulation of Settlement under this Section,
21 Defendant will bear any costs incurred by the Settlement Administrator up to and through that
22 date.

B. Parties' Right to Terminate as a Result of Specific Events.

Defendant and Plaintiffs shall have the right to terminate this Stipulation of Settlement in its entirety by providing written notice of their election to do so to counsel for the other Parties hereto within 15 days after any of the following occurs: (i) the Court declines to approve this Stipulation of Settlement or any part of it; or (ii) the Court declines to enter an Order and Final Judgment in the form of Exhibit B. In the event a Party sends such notice of intent to terminate, the Parties agree to confer and negotiate in good faith to resolve any issues that resulted in the Court's denial in an effort to obtain Court approval of the settlement.

C. Effect of Disapproval or Reduction in Attorneys' Fees By the Court.

If, in approving this Stipulation of Settlement, the Court declines to approve the requested amount of Plaintiffs' Counsel's requested fees and costs, such reduction shall not be considered a material breach or change to this Stipulation of Settlement, shall not be a ground to terminate and void this Stipulation of Settlement, and shall not result in a delay in the Settlement Effective Date. However, any such reduction in the attorneys' fees or costs may be appealed by Plaintiffs' Counsel as set forth in Section 17. In any appeals permitted under Section 17, Defendant and the Released Parties shall not take any action that may hinder Plaintiffs' Counsel's efforts to secure payments of the attorneys' fees or costs provided for in this Stipulation of Settlement.

D. Effect of Termination of this Stipulation of Settlement. If this

Stipulation of Settlement is terminated as provided in this Section, then this Stipulation of Settlement shall be deemed null and void, of no force and effect, inadmissible as evidence, and of no probative value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever; provided however, that notwithstanding any contrary provisions of this Stipulation of Settlement, the provisions of Section 14, shall survive termination.

1 In the event that this Stipulation of Settlement is voided under this Section, it is the Parties'
2 intention that no amount will be paid by Defendant, and that Plaintiffs and the Released Parties
3 shall be restored with all rights that they possessed prior to the execution of this Stipulation of
4 Settlement.

5 **19. Timeline of Settlement Events.** The Parties agree to the following timeline for
6 completion of settlement:

- 7 1. **Within 20 days after the signing of this agreement:** Plaintiffs' Counsel and
8 Defendant's Counsel shall agree upon and file with the Court a joint motion and
9 proposed order for consolidation, conditional certification for purposes of the
10 Settlement, approval of notice, and approval of the Settlement as fair, reasonable
11 and adequate under the FLSA and in all other respects. Simultaneously with the
12 filing of that joint motion Plaintiffs' Counsel will file, in a form approved of by
13 Defendant's Counsel, a motion to be relieved as counsel for any Rejecting Plaintiffs
14 upon entry of an Order and Final Judgment as provided for by the Settlement.
- 15 2. **15 days after court approval of notice:** Settlement Administrator to distribute
16 Settlement Offer and Release forms.
- 17 3. **60 days after notice distributed:** Postmark Deadline for Plaintiffs to return signed
18 Plaintiff Settlement Offer and Release forms or to reject the settlement in writing.
- 19 4. **5 days after postmark deadline:** Deadline for Settlement Administrator to provide
20 to the Parties (a) copies of signed Settlement Offers and Release forms and copies
21 of written rejections and (b) a final list of Accepting Plaintiffs, Rejecting Plaintiffs,
22 and Non-Responding Plaintiffs.
- 23 5. **7 days after postmark deadline:** Deadline for Defendant to exercise right to void
24

1 Stipulation of Settlement pursuant to Section 18. In the event the Settlement
2 Administrator does not provide the list by the date required in Section 19(4) this
3 deadline shall be extended such that the time to exercise that right shall be seven
4 days from Defendant's Counsel's receipt of the list. Furthermore, as set forth in
5 Section 18, the Parties may agree to extend this deadline.

6
7 6. **28 days after postmark deadline:** Parties to file Proposed Order and Final
8 Judgment of Dismissal (which will in all material respects be in the form set forth
9 in Exhibit B to this Stipulation of Settlement).

10
11 7. **14 Days After Settlement Effective Date:** Settlement Administrator to calculate
12 and provide final payment details to the Parties, including the calculation of
13 settlement proceeds for all Plaintiffs who are participating in the settlement, the
14 award of attorneys' fees and costs, the Settlement Administrator fees, and
15 Defendant's share of Employer Taxes.

16 8. **30 Days After Settlement Effective Date:** Settlement Administrator to distribute
17 settlement checks to Plaintiffs, Plaintiffs' Counsel's attorneys fees and cost award,
18 and Service Awards as approved by the Court.

19 9. **45 Days After Settlement Checks Distributed by Settlement Administrator to**
20 **Plaintiffs:** Settlement Administrator to advise Defendant's counsel and Plaintiffs'
21 Counsel of any uncashed checks.

22 10. **365 Days After Effective Date:** Any unclaimed checks to be returned to Defendant.
23
24

1 **20. Mutual Full Cooperation.** Counsel for the Parties agree to and shall use their best
2 efforts to fully cooperate with each other to take all actions reasonably necessary to implement the
3 terms of this Stipulation of Settlement, and neither Party shall take any action to oppose
4 implementation of this Stipulation of Settlement or any of its terms. Defense counsel shall provide
5 Plaintiffs' Counsel with reasonable assistance necessary to draft all papers to be filed with the
6 Court in conjunction with approval of this settlement.

7 **21. Conditional Certification and Consolidation.** Solely for the purposes of this
8 Stipulation of Settlement, the Parties will jointly request that the *Cesarz* action be consolidated
9 into the *Tang* Action to effectuate this Settlement. In the event that the Court in *Tang* does not
10 enter as part of the Settlement an Order granting such a consolidation order the parties agree that
11 the *Tang* case's collective action members solely for the purposes of this Settlement shall include
12 all persons holding FLSA claims actually made or that could have been made in *Cesarz* (including
13 persons who would not otherwise have claims in *Tang*) and this Settlement, if otherwise approved
14 by the Court, shall full resolve all FLSA claims of all such *Tang* collective action members who
15 accept it. In the event that the Court does not approve the Settlement to settle all of the Collective
16 member claims as proposed, or Settlement is otherwise voided, nothing in this Stipulation of
17 Settlement shall be construed to effectuate or favor the consolidation into a single case the *Tang*
18 Action and the *Cesarz* Action or the claims made in each such case or to effectuate or favor the
19 collective action certification of the claims made in either case. The Parties acknowledge that the
20 two Actions are premised on different theories of liability under the FLSA, and nothing in this
21 Stipulation of Settlement generally or in this Section particularly is intended to alter or waive the
22 protections of 29 U.S.C. § 216(b), which provides that, "No employee shall be a party plaintiff to
23
24

1 any such action unless he gives his consent in writing to become such a party and such consent is
2 filed in the court in which such action is brought."

3 **22. Communications.** Unless otherwise specifically provided, all notices, demands,
4 or other communications given under this Stipulation of Settlement shall be in writing and shall
5 be sent via e-mail and U.S. mail, addressed as follows:

6 **To the Plaintiffs:**

7 Joshua Buck
8 Thierman Buck, LLP
9 7287 Lakeside Drive
10 Reno, NV 89511
11 Telephone: (775) 284-1500
12 josh@thiermanbuck.com

13 Leon Greenberg
14 Leon Greenberg, P.C.
15 2965 South Jones Boulevard #E-3
16 Las Vegas, NV 89146
17 Tel: (702) 383-6085
18 Fax: (702) 385-1827

19 **To the Defendant and Released Parties:**

20 Amanda C. Machin
21 Gibson, Dunn & Crutcher LLP
22 1050 Connecticut Ave N.W.
23 Washington, D.C. 20036
24 Telephone: (202) 887-3705
 amachin@gibsondunn.com

25 **23. Construction.** The Parties agree that the terms and conditions of this Stipulation
26 of Settlement are the result of lengthy and intensive arms'-length negotiations between the Parties
27 and that this Stipulation of Settlement shall not be construed in favor of or against any Party by
28 reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this
29 Stipulation of Settlement. The Parties request that before declaring any provision of this
30 Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to

1 the fullest extent possible consistent with applicable precedents and the intent expressed in this
2 Stipulation of Settlement.

3 **24. Representation by Counsel and Authority.** Counsel for the Parties represent and
4 warrant that they are fully authorized to enter into this Stipulation of Settlement.

5 **25. Captions and Interpretations.** Section titles or captions contained in this
6 Stipulation of Settlement are inserted as a matter of convenience and for reference, and in no way
7 define, limit, extend, or describe the scope of this Stipulation of Settlement or any of its provisions.

8 **26. Modification.** This Stipulation of Settlement, including the attached Exhibits, may
9 not be changed, altered, or modified, except in writing and signed by counsel for the Parties. This
10 Stipulation of Settlement may not be discharged except by performance in accordance with its
11 terms or by a writing signed by counsel for the Parties and approved by the Courts.

12 **27. Integration Clause.** This Stipulation of Settlement, including the attached
13 Exhibits, contains the entire agreement between the Parties relating to the settlement of the Actions,
14 and all prior or contemporaneous agreements, understandings, representations, and statements,
15 whether oral or written and whether by a Party or such Party's legal counsel, are merged in this
16 Stipulation of Settlement. No rights under this Stipulation of Settlement may be waived except in
17 writing signed by the counsel for the Parties as set forth in Section 28.

18 **28. Binding on Assigns.** This Stipulation of Settlement shall be binding upon and
19 inure to the benefit of the Parties, including the Released Parties as third- party beneficiaries to
20 this Stipulation of Settlement, and their respective heirs, trustees, executors, administrators,
21 successors, and assigns.

22 **29. Counterparts and Facsimile Signatures.** This Stipulation of Settlement may be
23 executed in counterparts, and when counsel have signed and delivered at least one such counterpart,
24

1 each counterpart shall be deemed an original, and, when taken together with other signed
2 counterparts, shall constitute one Stipulation of Settlement. This Stipulation of Settlement may be
3 executed by facsimile signatures or email, which shall be deemed to be originals.

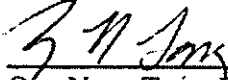
4 30. Applicable Law. This Stipulation of Settlement shall be governed by and
5 construed in accordance with federal law and the law of the State of Nevada, to the extent federal
6 law does not apply.

7 31. Retention of Jurisdiction. The Parties intend to request that the Court retain
8 jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation of
9 Settlement, and all Parties submit to the jurisdiction of the Court for purposes of implementing
10 and enforcing the terms of this Stipulation of Settlement.

11 **IT IS SO STIPULATED.**

12 _____
13 Joseph Cesarz, Plaintiff

Date

13 

12/10/2020

14 Quy Ngoc Tang, Plaintiff

Date

15 WYNN LAS VEGAS, LLC
16 Defendant

17 By: _____

Date

Approved as to Form:

18 THIERMAN BUCK LLP

19 By: _____

Joshua Buck, Attorneys for Plaintiffs

20 LEON GREENBERG, P.C.

21 By: 

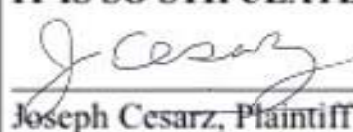
22 12/10/20
Leon Greenberg, Attorneys for Plaintiffs

each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement. This Stipulation of Settlement may be executed by facsimile signatures or email, which shall be deemed to be originals.

30. Applicable Law. This Stipulation of Settlement shall be governed by and construed in accordance with federal law and the law of the State of Nevada, to the extent federal law does not apply.

31. Retention of Jurisdiction. The Parties intend to request that the Court retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation of Settlement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Stipulation of Settlement.

IT IS SO STIPULATED.

 12/12/2020
Joseph Cesarz, Plaintiff Date

Quy Ngoc Tang, Plaintiff Date

WYNN LAS VEGAS, LLC
Defendant

By: Date

Approved as to Form:

THIERMAN BUCK LLP

By: _____
Joshua Buck, Attorneys for Plaintiffs

LEON GREENBERG, P.C.

By: _____
Leon Greenberg, Attorneys for Plaintiffs

each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement. This Stipulation of Settlement may be executed by facsimile signatures or email, which shall be deemed to be originals.

30. Applicable Law. This Stipulation of Settlement shall be governed by and construed in accordance with federal law and the law of the State of Nevada, to the extent federal law does not apply.

31. Retention of Jurisdiction. The Parties intend to request that the Court retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation of Settlement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Stipulation of Settlement.

IT IS SO STIPULATED.

Joseph Cesarz, Plaintiff Date

Quy Ngoc Tang, Plaintiff Date

WYNN LAS VEGAS, LLC
Defendant

By: Margie G. Spangol Date 12.21.20

Approved as to Form:

THIERMAN BUCK LLP

By: [Signature]
Joshua Buck, Attorneys for Plaintiffs

LEON GREENBERG, P.C.

By: _____
Leon Greenberg, Attorneys for Plaintiffs

GIBSON DUNN & CRUTCHER

By: Amanda C. Machin
Amanda C. Machin, Attorneys for
Defendant Wynn Las Vegas, LLC

EXHIBIT "A"

	A	B	C	D	E
1	EE No	Last Name, First Name as listed in Wynn records	If previously filed consent in <i>Cesarz</i> date from which interest is calculated. If blank no consent was filed and the date used is 1/31/207	Percentage Interest in Cesarz Settlement Fund (Based On Percentage of Tip Pool Received)	Claim Amount to be Paid as Gross Taxable Settlement from the Net Cesarz Fund of \$1,245,000 for distribution
2	67331	Abea Cindy Jinzu	3/7/2013	0.09108%	\$1,133.97
3	34850	Abea Justin R	4/7/2013	0.12390%	\$1,542.59
4	13677	Abebe Etagegn T	3/4/2013	0.11056%	\$1,376.45
5	7178	Abuan Maria E	3/7/2013	0.10870%	\$1,353.29
6	70877	Adabashi Lauren Darcy	3/14/2013	0.07164%	\$891.88
7	21687	Addo William B	12/8/2013	0.10006%	\$1,245.75
8	35351	Adugna Mekonen L	4/6/2013	0.11511%	\$1,433.17
9	64601	Agassi Tseday Elen	7/17/2015	0.02000%	\$248.97
10	23166	Aguero-Hernandez Alejandr	6/27/2015	0.06765%	\$842.27
11	65899	Aguirre Sarah Anne	3/14/2013	0.09700%	\$1,207.60
12	11100	Ahn Misuk	5/5/2011	0.07341%	\$913.94
13	7747	Albanese Joseph C	3/9/2013	0.10702%	\$1,332.41
14	59953	Alee Chris		0.01130%	\$140.71
15	35291	Allan Stacy L	11/12/2015	0.04805%	\$598.21
16	83428	Alvarenga Jennifer Chelsea		0.01692%	\$210.67
17	21736	Amare Genet B	3/1/2013	0.09176%	\$1,142.41
18	9383	Amie Frederick	5/5/2011	0.16647%	\$2,072.59
19	9793	An Youn M	5/5/2011	0.18045%	\$2,246.61
20	65763	Andrei Maria Teodora	4/11/2013	0.09462%	\$1,178.05
21	21703	Angelo Savath Sim	7/6/2015	0.06437%	\$801.35
22	10978	Angosta Conrado Jr A	5/5/2011	0.15347%	\$1,910.72
23	8569	Angus III Arsenio L	5/5/2011	0.17619%	\$2,193.60
24	60162	Arboleda Mark Anthony Ma	3/7/2013	0.10682%	\$1,329.93
25	7423	Arceo Corazon	5/5/2011	0.14583%	\$1,815.56
26	60523	Arceo Lilyvel Aqui	7/7/2014	0.07870%	\$979.87
27	34508	Armfield Judith A	7/6/2015	0.06290%	\$783.12
28	10846	Armstrong Renee Marie	5/5/2011	0.03576%	\$445.23
29	6058	Aromin Bryan D	3/2/2013	0.12894%	\$1,605.31
30	29916	Aromin Rosemarie R	3/7/2013	0.09345%	\$1,163.45
31	86548	Artates Larry Taberna		0.00598%	\$74.40
32	4988	Artiga Fredi	5/5/2011	0.13312%	\$1,657.38
33	70892	Asitimang Matinee	12/17/2015	0.04812%	\$599.10
34	19663	Assad Eman J	5/5/2011	0.17688%	\$2,202.16

	A	B	C	D	E
35	34516	Ataris Benjamin R	3/23/2013	0.10930%	\$1,360.78
36	26349	Atkins Darryl C	3/7/2013	0.05526%	\$687.97
37	80536	Aurelio Jelyn Ambida		0.02087%	\$259.83
38	34321	Ayele Genet A	4/6/2013	0.11364%	\$1,414.78
39	34478	Bailey Odell	3/7/2013	0.09626%	\$1,198.46
40	35586	Baker-Benitez Laura L	5/18/2013	0.11704%	\$1,457.10
41	9347	Ball Julie A	5/5/2011	0.16533%	\$2,058.40
42	60520	Ballensky Jason	3/14/2013	0.08830%	\$1,099.36
43	74415	Ballew Ki Chon		0.01490%	\$185.54
44	4524	Balzer Lawrence W	3/7/2013	0.08484%	\$1,056.21
45	9116	Bannourah Hanna M	5/5/2011	0.17074%	\$2,125.71
46	73482	Barber James L	7/17/2015	0.05229%	\$650.98
47	7987	Barilla Michelle	5/5/2011	0.01516%	\$188.78
48	21689	Barker Patti Ann	3/28/2013	0.05126%	\$638.16
49	34545	Barros Luisa H	7/3/2015	0.06260%	\$779.35
50	34439	Barrow Katrina Viloría		0.01378%	\$171.61
51	62175	Bashford Glenn Robert		0.02314%	\$288.15
52	34757	Batten Jeffrey W		0.00938%	\$116.84
53	72912	Baty-Kruegel Marcie	3/9/2013	0.06397%	\$796.42
54	5671	Baute Lina L	5/5/2011	0.17639%	\$2,196.05
55	36614	Beard Jessica L	3/23/2013	0.09581%	\$1,192.88
56	49100	Beard Sam Alexander John	4/6/2013	0.04385%	\$545.96
57	36873	Beckham III James D		0.01801%	\$224.19
58	6182	Beese Ronda L	5/5/2011	0.14959%	\$1,862.37
59	64598	Beller Garrett Michael	3/23/2013	0.06913%	\$860.72
60	9089	Benfanti Leah M	5/5/2011	0.15476%	\$1,926.74
61	8611	Benitez Roselle C	3/7/2013	0.11900%	\$1,481.59
62	7655	Bennett Stacey A	5/5/2011	0.06766%	\$842.35
63	26368	Benson Richard J	4/16/2015	0.06894%	\$858.32
64	23162	Bentzen Carol		0.02491%	\$310.14
65	87431	Berhane Nebiyu		0.00293%	\$36.47
66	64034	Bermudez Daniel J		0.00914%	\$113.74
67	64599	Bernabe Arlene Alvarez	3/14/2013	0.06943%	\$864.44
68	8341	Bernard Maria M	5/5/2011	0.12184%	\$1,516.94
69	36488	Berry Jeffrey William	10/12/2013	0.04924%	\$613.07
70	7671	Bigsot Florentino T	5/5/2011	0.16067%	\$2,000.28
71	8829	Binger Charles B	5/5/2011	0.16221%	\$2,019.57
72	61605	Birincioglu Berkay		0.01135%	\$141.26
73	7962	Bise Stephen A	5/5/2011	0.15370%	\$1,913.59
74	88265	Bituin Allan David San Luis		0.00094%	\$11.75
75	6577	Bixenmann Nancy A	5/5/2011	0.12347%	\$1,537.16
76	8553	Blair Donna M	5/5/2011	0.17714%	\$2,205.43

	A	B	C	D	E
77	9329	Blakstad Christine E	11/12/2015	0.05693%	\$708.78
78	8818	Blaney Linda S	3/2/2013	0.09487%	\$1,181.08
79	21743	Block Patricia N	3/7/2013	0.10646%	\$1,325.37
80	7749	Boone Tynisia L	5/5/2011	0.15686%	\$1,952.90
81	36539	Bordinhao Cesar		0.02670%	\$332.43
82	6556	Borsick Chong K	3/7/2013	0.12833%	\$1,597.68
83	49185	Bosnjak Milos		0.02309%	\$287.45
84	21862	Bosnjak Renata	4/9/2015	0.06635%	\$826.10
85	9401	Bott Helen L	5/5/2011	0.00773%	\$96.21
86	35350	Botticello Alan	5/5/2011	0.14458%	\$1,800.08
87	8591	Bouchard Kyusuh		0.02563%	\$319.04
88	35298	Bounmasanonh Dianna khar	3/14/2013	0.10468%	\$1,303.29
89	72493	Brasi Kenneth R		0.02464%	\$306.81
90	29898	Brasi Sandro D		0.02332%	\$290.32
91	35480	Brooke Sadiye G	4/16/2015	0.06906%	\$859.77
92	20672	Brooks Carla D	4/6/2013	0.10187%	\$1,268.24
93	7425	Brossart David W	5/5/2011	0.12847%	\$1,599.41
94	76147	Brown Aliya		0.02231%	\$277.79
95	36940	Brown Estella	3/4/2013	0.08569%	\$1,066.83
96	4179	Brown Tracy O	5/5/2011	0.10947%	\$1,362.89
97	36491	Brune Cheryl F	4/11/2013	0.10468%	\$1,303.29
98	34266	Bruno Vince P	9/7/2013	0.11249%	\$1,400.48
99	21768	Burbank Ashley L	3/1/2013	0.11897%	\$1,481.22
100	34562	Burton Brian A	5/5/2011	0.15946%	\$1,985.24
101	35179	Burton Michael R	4/6/2013	0.05365%	\$668.00
102	9737	Bush Mu Cho	5/5/2011	0.05834%	\$726.39
103	8840	Butler Montana E	5/5/2011	0.18035%	\$2,245.37
104	8179	Buzz Scott L	5/5/2011	0.15536%	\$1,934.28
105	14244	Byrne Sheila M	3/9/2013	0.12683%	\$1,579.05
106	83157	Calieri Richard Paul		0.01984%	\$247.06
107	7127	Calogero Vincent J	5/5/2011	0.00866%	\$107.79
108	73523	Calvelli Scott	4/2/2015	0.06378%	\$794.01
109	8135	Camera Jeffrey C	5/5/2011	0.08411%	\$1,047.23
110	35211	Canney Brian J	4/11/2013	0.08718%	\$1,085.45
111	36833	Carabasu Anca A	3/4/2013	0.09796%	\$1,219.66
112	7887	Carabasu Tanasica A	5/5/2011	0.17142%	\$2,134.13
113	8512	Carbone Richard F	5/5/2011	0.16837%	\$2,096.15
114	9408	Carboni Michael J	5/5/2011	0.16238%	\$2,021.65
115	60243	Cardos Sebastian Vasile	3/14/2013	0.06175%	\$768.78
116	7770	Cartwright Gregory S	4/11/2013	0.02317%	\$288.49
117	76072	Cartwright Melissa Sue		0.02239%	\$278.76
118	34410	Casacchia-Anderson Marian	3/4/2013	0.08119%	\$1,010.80

	A	B	C	D	E
119	29911	Casanova Jose Miguel	3/7/2013	0.12887%	\$1,604.43
120	9637	Casanova Marilda	5/5/2011	0.16799%	\$2,091.41
121	34561	Caudillo Juan M	3/14/2013	0.10487%	\$1,305.65
122	7146	Cenzer Richard	5/5/2011	0.10382%	\$1,292.60
123	7200	Cesarz Joseph J	5/5/2011	0.17353%	\$2,160.50
124	67088	Cesarz Mitaphone	3/16/2013	0.08651%	\$1,077.02
125	11052	Cespedes Jr Carlos M	5/5/2011	0.10549%	\$1,313.38
126	22955	Chakarov Petar N	3/2/2013	0.09218%	\$1,147.70
127	49073	Chakarova Malina	3/2/2013	0.09068%	\$1,128.98
128	7300	Chan Amanda S	5/6/2013	0.05696%	\$709.13
129	4425	Chan Amy N	5/5/2011	0.16033%	\$1,996.06
130	83071	Chan Andy	11/20/2015	0.01958%	\$243.81
131	49568	Chang Connie	10/12/2013	0.10656%	\$1,326.64
132	85772	Chang Kara Li		0.00879%	\$109.40
133	67255	Chantharath Danny Souriyet	4/6/2013	0.06950%	\$865.27
134	34481	Chanthrathip Pany P	4/20/2013	0.06550%	\$815.49
135	76133	Chapman Regina Marie	1/27/2014	0.05047%	\$628.40
136	62067	Chau Freddie Kwok	3/9/2013	0.08616%	\$1,072.63
137	35412	Chau Linda	3/2/2013	0.11332%	\$1,410.84
138	8211	Chau Minh D	5/5/2011	0.17913%	\$2,230.11
139	9702	Chau Qing B	5/5/2011	0.17926%	\$2,231.80
140	7744	Chen Airong	3/14/2013	0.13525%	\$1,683.92
141	62345	Chen Alice Sarah	3/4/2013	0.10071%	\$1,253.84
142	36529	Chen Angie	3/4/2013	0.09634%	\$1,199.49
143	7356	Chen Brenda Y	5/5/2011	0.17693%	\$2,202.75
144	66599	Chen Jessica	10/30/2015	0.04643%	\$578.01
145	34537	Chen Karena M		0.02772%	\$345.14
146	60156	Chen Xia	10/12/2015	0.05405%	\$672.87
147	49186	Chen Yanling	3/9/2013	0.13105%	\$1,631.59
148	83130	Chen Ziyu	7/6/2015	0.01953%	\$243.15
149	29984	Cheng Andy	7/6/2015	0.06622%	\$824.40
150	67042	Cheng Baiq Quan	3/14/2013	0.05099%	\$634.77
151	34673	Cheng Waichi		0.02888%	\$359.51
152	59191	Chen-Ge Sophie Lu	4/2/2015	0.04074%	\$507.22
153	25717	Chenh Jenny	3/16/2013	0.12328%	\$1,534.83
154	49167	Cher Malissa		0.00035%	\$4.31
155	26387	Cheung Chi T	3/23/2013	0.13255%	\$1,650.26
156	8463	Cheung Christopher K	5/5/2011	0.16343%	\$2,034.66
157	36897	Cheung King		0.01129%	\$140.54
158	8898	Chewjalearn Chinnavut	4/6/2013	0.06234%	\$776.08
159	63675	Chiang Kai Hong	3/2/2013	0.10875%	\$1,353.89
160	36712	Chiang Ping C		0.00979%	\$121.88

	A	B	C	D	E
161	35889	Chin Shawna M		0.02590%	\$322.50
162	27172	Cho Sang W		0.02685%	\$334.28
163	77164	Choi Chloe	7/6/2015	0.05015%	\$624.42
164	8904	Choi Chong M	3/7/2013	0.11788%	\$1,467.63
165	23507	Choksawaengkarn Kreingsak	5/5/2011	0.00485%	\$60.38
166	4568	Chong Jin Ah	5/5/2011	0.11392%	\$1,418.34
167	36881	Chow Cheong B	12/17/2015	0.05316%	\$661.80
168	35185	Chow Lisa K	12/17/2015	0.05900%	\$734.59
169	21728	Christian Dona A	2/25/2013	0.13512%	\$1,682.27
170	66872	Chuencharoenwong Sumala	3/7/2013	0.09678%	\$1,204.92
171	35504	Chun Jeanie R	8/3/2015	0.05728%	\$713.12
172	9761	Chung Cheryl V	5/5/2011	0.14748%	\$1,836.10
173	67244	Chung Li	3/29/2015	0.05990%	\$745.80
174	62466	Chung Phu Thanh	7/6/2015	0.06064%	\$754.91
175	35210	Ciliberti Christina T	3/2/2013	0.07202%	\$896.69
176	8848	Cincotto Matthew	3/4/2013	0.12912%	\$1,607.49
177	34839	Cipriani Scott	3/2/2013	0.12212%	\$1,520.33
178	36092	Cliett Derrick J	5/5/2011	0.17157%	\$2,136.06
179	35511	Collingbourne Susan	3/9/2013	0.11647%	\$1,450.07
180	9951	Collins Wendy Teruya	5/5/2011	0.16786%	\$2,089.86
181	5897	Colovic Luka	4/2/2015	0.07055%	\$878.37
182	6166	Comastro Joseph F	5/5/2011	0.14415%	\$1,794.61
183	36880	Conchiglia Michael S	3/9/2013	0.08452%	\$1,052.32
184	34277	Condron Patricia A	5/5/2011	0.05803%	\$722.47
185	8825	Connelly Marla L	5/5/2011	0.14142%	\$1,760.72
186	4798	Conner William D	3/23/2013	0.11183%	\$1,392.30
187	8277	Cooper Connie L	5/5/2011	0.11963%	\$1,489.44
188	5961	Corbin Elizabeth A	5/5/2011	0.16454%	\$2,048.52
189	8524	Corona Mercy C	5/5/2011	0.17664%	\$2,199.18
190	72620	Costales Wilma	3/17/2013	0.06715%	\$835.97
191	73623	Cross Laura Patricia		0.02116%	\$263.40
192	15489	Crossley Carlotta C	5/5/2011	0.00024%	\$2.98
193	9658	Cruz Charito L	5/5/2011	0.17634%	\$2,195.47
194	35352	Cruz Teresita J		0.02613%	\$325.37
195	74989	Cui Renyong		0.02474%	\$308.00
196	62248	Cullers Hailing Xue	3/14/2013	0.09583%	\$1,193.05
197	62346	Dadaloglu Nurden		0.02282%	\$284.12
198	71227	Dai Vivian	1/10/2014	0.08071%	\$1,004.78
199	29450	D'Amore Joseph A	4/7/2013	0.13050%	\$1,624.67
200	10130	Dandrea Bryan A	5/5/2011	0.16974%	\$2,113.27
201	21729	Dang Chuong V	10/23/2015	0.04563%	\$568.11
202	34459	Dangelo Phil A	10/23/2015	0.05850%	\$728.35

	A	B	C	D	E
203	60137	D'angelo Richard Anthony	3/1/2013	0.11359%	\$1,414.22
204	34350	Dao Meimy		0.01128%	\$140.49
205	9611	Dao Scott	5/5/2011	0.13212%	\$1,644.94
206	35460	Davies Justin E	11/20/2015	0.02349%	\$292.50
207	10217	Davila Ana R	5/5/2011	0.17175%	\$2,138.31
208	35295	Davis Suki	4/7/2013	0.10762%	\$1,339.88
209	6210	Davis Thomas L	3/16/2013	0.06845%	\$852.23
210	63007	Dawson Lexi Marie		0.02253%	\$280.49
211	21718	Day David	4/20/2013	0.00152%	\$18.92
212	34686	Defillippo Joan D	3/7/2013	0.11420%	\$1,421.77
213	8603	Del Prado Javier	5/5/2011	0.18336%	\$2,282.80
214	35900	Delphin Sandra A	5/5/2011	0.15319%	\$1,907.25
215	34506	Deng Vivian J	3/2/2013	0.11901%	\$1,481.64
216	35315	Deshleria Roberta L	3/7/2013	0.10042%	\$1,250.29
217	79223	Devine Patricia L	11/12/2015	0.03324%	\$413.88
218	14186	Devitte Heather K	5/5/2011	0.13051%	\$1,624.81
219	62439	Dezii Melodey		0.02112%	\$262.97
220	3679	Dheressa Lomi K	12/8/2013	0.10275%	\$1,279.19
221	9266	Dhue Hunter C	5/5/2011	0.07496%	\$933.29
222	74764	Diec Nancy Tuyet	11/12/2015	0.04885%	\$608.20
223	70758	Diep Kevin	4/9/2015	0.05400%	\$672.26
224	34420	Dieu Victor		0.02907%	\$361.95
225	8092	Digiorgio Michael J	3/2/2013	0.12743%	\$1,586.45
226	5434	DiLisio Tanya M	5/5/2011	0.11935%	\$1,485.86
227	34488	Diloreanu Daniel I	4/6/2013	0.10691%	\$1,331.01
228	59611	Dimic Ana	3/7/2013	0.10648%	\$1,325.70
229	62158	Dingeanu Carmen Elena	3/23/2013	0.11161%	\$1,389.55
230	23510	Dizon Jr Zoilo V	4/11/2013	0.13121%	\$1,633.60
231	29800	Dizon Rosalie V	4/11/2013	0.13506%	\$1,681.53
232	75594	Doan Phuong Hoa		0.02602%	\$323.99
233	29914	Dobson Kim D	9/12/2013	0.10353%	\$1,288.92
234	5839	Dominguez Zarina Bayani	5/5/2011	0.13452%	\$1,674.79
235	73037	Dong Ze	11/18/2013	0.04908%	\$611.04
236	9725	Dongmann Klaus	5/5/2011	0.01501%	\$186.83
237	34825	Donner Kay	3/2/2013	0.12573%	\$1,565.34
238	30863	Doxie Jr Larry D	3/28/2013	0.09523%	\$1,185.65
239	21735	Draggon Leighton B	1/10/2014	0.09960%	\$1,240.04
240	76044	Draper Joana Marie		0.02042%	\$254.18
241	76298	Dryjanski Devona Kaitlin		0.02075%	\$258.31
242	49074	Du Lina	4/6/2013	0.10984%	\$1,367.47
243	36958	Duca Sue A	5/5/2011	0.07226%	\$899.67
244	70198	Duenas Candida	3/2/2013	0.08120%	\$1,010.91

	A	B	C	D	E
245	27175	Dunne John J		0.00936%	\$116.54
246	85765	Duong Isabel	7/6/2015	0.00763%	\$94.99
247	29902	Duong Ngoc-xuan Thi	11/20/2015	0.06032%	\$750.97
248	9413	Duong Vivian	5/5/2011	0.18192%	\$2,264.96
249	34412	Durando Dennis C	2/25/2013	0.13178%	\$1,640.70
250	34411	Durando Marie A	2/25/2013	0.11614%	\$1,446.00
251	9342	Dyer Jason C	3/1/2013	0.11590%	\$1,442.94
252	34286	Dzama Christina M	2/25/2013	0.10768%	\$1,340.63
253	8629	Ealy Jr Thomas H	3/4/2013	0.07833%	\$975.25
254	64345	Egan Lauren Marion	3/4/2013	0.08097%	\$1,008.01
255	7688	Eitelberg Ray M		0.01877%	\$233.63
256	19667	Elliott Earnest E	5/5/2011	0.12637%	\$1,573.34
257	34613	Elmagrabi Peter	11/29/2014	0.04688%	\$583.65
258	9362	Elston Brian L	5/5/2011	0.17898%	\$2,228.32
259	34400	Encabo Robert A		0.02723%	\$339.07
260	21800	Enriques Lei S	5/6/2013	0.13836%	\$1,722.52
261	8920	Ericksten Jeanne P	4/6/2013	0.03289%	\$409.43
262	19855	Eslinger Jeffrey J	5/5/2011	0.16043%	\$1,997.34
263	21692	Esparza Nieves R		0.03021%	\$376.07
264	9677	Espiritu Evangeline B	3/7/2013	0.12718%	\$1,583.42
265	36838	Espiritu Jr Lutgardo R	3/7/2013	0.11917%	\$1,483.64
266	36382	Espiritu Mark R A	5/5/2011	0.14668%	\$1,826.16
267	83233	Espiritu Melchor R		0.00683%	\$85.00
268	34614	Esposito John M	3/14/2013	0.06779%	\$843.94
269	9477	Eubanks Dawn K	3/14/2013	0.10832%	\$1,348.58
270	21739	Evans Jake R	3/2/2013	0.13711%	\$1,707.06
271	6192	Fadel Claudia	3/4/2013	0.09264%	\$1,153.38
272	8842	Falchi Roberto A	5/5/2011	0.16079%	\$2,001.84
273	7032	Farley-keagy Cynthia A	5/5/2011	0.04773%	\$594.20
274	21719	Fatooh Su-kyoung	4/20/2013	0.12721%	\$1,583.75
275	9331	Felix Edwin C	5/5/2011	0.05162%	\$642.73
276	85524	Fernandez Jaime		0.01076%	\$133.99
277	36359	Fernandez John D		0.02651%	\$330.01
278	36797	Ferrara Dan	9/29/2013	0.12221%	\$1,521.49
279	66909	Filipovic Nada	11/12/2015	0.04769%	\$593.77
280	6205	Fite Bulcha	5/5/2011	0.17096%	\$2,128.42
281	4990	Flanagan Adriana	3/7/2013	0.10200%	\$1,269.94
282	7396	Fletcher Shirley D	5/5/2011	0.04199%	\$522.83
283	6064	Fontana Sebastiana	5/5/2011	0.15591%	\$1,941.07
284	5191	Ford Gregory R	5/5/2011	0.17717%	\$2,205.75
285	19367	Fosburg Gary L		0.02201%	\$274.06
286	9971	Fox Amber M	5/5/2011	0.08950%	\$1,114.33

	A	B	C	D	E
287	21731	Francis Chad D	5/7/2015	0.06093%	\$758.56
288	71285	Frazier Taem Katelin	7/3/2015	0.06647%	\$827.59
289	7122	Frey Michael T	11/20/2015	0.04770%	\$593.82
290	7175	Frey Mimi N	5/5/2011	0.16986%	\$2,114.72
291	62407	Friedman Daniel Nathan	3/1/2013	0.11073%	\$1,378.60
292	8831	Fujino Kent S	5/5/2011	0.18153%	\$2,260.00
293	49563	Fuller Colleen	5/5/2011	0.16891%	\$2,102.90
294	10448	Fuller Terri L	5/5/2011	0.16516%	\$2,056.26
295	34621	Fung Lana S	4/7/2013	0.07183%	\$894.26
296	4682	Funk Dezari J	5/5/2011	0.12344%	\$1,536.88
297	8938	Gabriel Maile M	5/5/2011	0.11697%	\$1,456.31
298	64741	Gadberry Christopher David	3/1/2013	0.09026%	\$1,123.74
299	8562	Gahagan Barron	5/5/2011	0.14951%	\$1,861.39
300	35282	Gaines Roger N		0.01937%	\$241.16
301	9088	Gallo Elizabeth	5/5/2011	0.08760%	\$1,090.58
302	6207	Gan Xiumei	5/5/2011	0.17362%	\$2,161.63
303	19851	Gannon Janice	5/5/2011	0.14423%	\$1,795.68
304	71269	Gao Shan	4/6/2013	0.07733%	\$962.72
305	23311	Garber Brian	4/9/2015	0.07856%	\$978.12
306	11673	Garces Liwliwa R	4/12/2015	0.06935%	\$863.44
307	6980	Garcia David	3/7/2013	0.12567%	\$1,564.60
308	6728	Garcia Lourdes L	5/5/2011	0.16498%	\$2,054.06
309	63650	Garcia Racelle		0.02266%	\$282.09
310	9269	Garcia Wiston	3/1/2013	0.12169%	\$1,515.08
311	62868	Garcia Yelina	3/1/2013	0.08482%	\$1,056.06
312	5823	Gazda Keith J	3/28/2013	0.06285%	\$782.50
313	62472	Ge Xin	4/2/2015	0.06341%	\$789.40
314	8930	Geiger Chris F	5/5/2011	0.18232%	\$2,269.88
315	9462	Gentry Richard D	5/5/2011	0.14618%	\$1,819.95
316	29912	George Alejandro	3/7/2013	0.12798%	\$1,593.37
317	86464	George Esther		0.00682%	\$84.87
318	21684	George Julia	3/7/2013	0.12411%	\$1,545.22
319	27329	Georgette Bobbie	4/16/2015	0.06907%	\$859.88
320	21690	Georgiev Katina T	3/2/2013	0.13841%	\$1,723.22
321	59612	Getsova Dragoslava Angelov	3/9/2013	0.12773%	\$1,590.23
322	14275	Ghang James J	5/5/2011	0.02420%	\$301.27
323	85527	Ghebremicael Lia Andemesk		0.00982%	\$122.24
324	36379	Giancola Kevin D	7/1/2013	0.06608%	\$822.73
325	9341	Giang Yoon Hee	5/5/2011	0.16174%	\$2,013.67
326	40443	Giannetti Patricia Marie	4/7/2013	0.08759%	\$1,090.53
327	53076	Gidey Nigist		0.02401%	\$298.91
328	36896	Gilbert Michael E		0.00140%	\$17.38

	A	B	C	D	E
329	36390	Gilley Michael W	3/28/2013	0.10968%	\$1,365.56
330	15534	Giordani Louis A	5/5/2011	0.12841%	\$1,598.66
331	35402	Gipson Mikki Michelle	3/1/2013	0.09930%	\$1,236.25
332	14207	Gitisetan Kourosh		0.02789%	\$347.26
333	6988	Gleason Michael D	5/5/2011	0.14430%	\$1,796.49
334	49170	Gleich Karen Jean	12/17/2015	0.04614%	\$574.49
335	25697	Glennon Mael	4/6/2013	0.08459%	\$1,053.12
336	35302	Golden Haeyon	5/5/2011	0.17656%	\$2,198.18
337	88251	Golub Velibor		0.00059%	\$7.34
338	35038	Gomez Dorotea C	5/11/2015	0.06106%	\$760.16
339	35408	Gomez Oscar M	4/20/2013	0.06432%	\$800.79
340	34402	Gong Amy H		0.03243%	\$403.73
341	9998	Goodelman Jay I	5/5/2011	0.15313%	\$1,906.47
342	8936	Grant Hsiu-hsiang	3/7/2013	0.12105%	\$1,507.06
343	64585	Graves Minchu		0.01369%	\$170.49
344	7741	Graves Orly L	3/28/2013	0.04165%	\$518.58
345	7230	Green Diane Evonne	5/5/2011	0.15940%	\$1,984.54
346	7325	Grilo Julie H	4/20/2013	0.11328%	\$1,410.38
347	21712	Guan Leilani		0.02926%	\$364.30
348	23525	Guan Shu Y		0.02932%	\$365.03
349	7900	Guest Jesse L	5/5/2011	0.15378%	\$1,914.62
350	29903	Guevara Kim	7/6/2015	0.05686%	\$707.86
351	35405	Guiao Ronald L		0.00953%	\$118.59
352	72101	Guidara April	3/14/2013	0.06017%	\$749.09
353	49075	Guillory Dwayne		0.02378%	\$296.09
354	35099	Guillory Kathleen C		0.01114%	\$138.70
355	73630	Gumenyuk Yaroslav	4/16/2015	0.06592%	\$820.69
356	85550	Gungor Semra		0.00483%	\$60.19
357	25677	Guzelkucuk Sema		0.02575%	\$320.53
358	25693	Guzman Rodolfo	4/6/2013	0.05006%	\$623.19
359	35182	Ha Jonathan	3/1/2013	0.14227%	\$1,771.26
360	66093	Haagenson Jason Ryan		0.00392%	\$48.74
361	29983	Hackney Kenneth S	10/12/2013	0.10425%	\$1,297.89
362	7277	Hadeed Youssef	9/29/2013	0.09073%	\$1,129.65
363	70905	Hall Shilah Christy	4/11/2013	0.07553%	\$940.30
364	35341	Hamblin Catherine S		0.02261%	\$281.44
365	34419	Hamel Sr Jeffrey M	3/2/2013	0.07283%	\$906.67
366	76627	Han Xiao	4/2/2015	0.05063%	\$630.37
367	8802	Hanley David V	3/23/2013	0.12656%	\$1,575.61
368	23941	Haro George L	3/1/2013	0.13706%	\$1,706.44
369	22960	Harper Charles M	3/7/2013	0.11520%	\$1,434.24
370	7349	Hart Jr Richard N	3/2/2013	0.12708%	\$1,582.10

	A	B	C	D	E
371	62348	Hartman Hilda Monica	3/14/2013	0.10922%	\$1,359.81
372	36595	Hasbrouck Brett J	3/28/2013	0.09895%	\$1,231.94
373	64742	He Jason Junsong	4/7/2013	0.08994%	\$1,119.76
374	64658	He Qinli	7/6/2015	0.05251%	\$653.79
375	24913	Hebte Helen		0.02707%	\$337.04
376	9017	Hefner Gloria C	5/5/2011	0.10269%	\$1,278.50
377	8091	Hemsey Mariana	5/5/2011	0.09015%	\$1,122.41
378	74921	Henderson-Dean Brooklynn	2/23/2014	0.05110%	\$636.21
379	36534	Hendrix Suzy Y	11/20/2015	0.03784%	\$471.06
380	7128	Hensley James W	5/5/2011	0.01631%	\$203.08
381	29945	Heon Chong S	7/6/2015	0.06399%	\$796.66
382	76108	Heredia Villanueva Claudia		0.02427%	\$302.14
383	4661	Herman Courtney E	5/5/2011	0.15600%	\$1,942.22
384	36681	Hill John P		0.02303%	\$286.77
385	8851	Hill Lili A	5/5/2011	0.13841%	\$1,723.25
386	4443	Hill Shurronda L	5/5/2011	0.01773%	\$220.70
387	8483	Hillers William A	5/5/2011	0.13414%	\$1,670.03
388	85764	Hills Gil		0.00791%	\$98.46
389	4252	Hinh Garry	5/5/2011	0.17092%	\$2,127.96
390	34571	Hinojosa Snjezana	4/20/2013	0.11283%	\$1,404.74
391	7721	Ho Charly X	5/5/2011	0.15543%	\$1,935.05
392	8959	Ho Nancy	5/5/2011	0.18120%	\$2,255.96
393	83301	Hoang Johnny		0.01156%	\$143.87
394	7312	Hoeverer Greg O	5/5/2011	0.02955%	\$367.90
395	35186	Hoffman Jeff C	4/20/2013	0.12162%	\$1,514.11
396	62406	Holden Jamie Elizabeth	7/3/2015	0.03723%	\$463.46
397	64602	Holland Ma Andrea Sangco	3/13/2015	0.06650%	\$827.93
398	9527	Hollowell Britt L	5/5/2011	0.15798%	\$1,966.84
399	67024	Holmes Karl Richard	4/6/2013	0.02918%	\$363.31
400	9251	Holton Sandra P	5/5/2011	0.13769%	\$1,714.23
401	30182	Horita Myong C		0.02929%	\$364.71
402	7368	Horwitz Michael Isadore	4/20/2013	0.10846%	\$1,350.33
403	61915	Hotaki Aziza Malal	4/6/2013	0.11603%	\$1,444.62
404	36352	Hou Danny C	5/5/2011	0.09878%	\$1,229.76
405	82946	Hou Siying	7/6/2015	0.02081%	\$259.03
406	67254	Hou Yuzhi	3/14/2013	0.09131%	\$1,136.79
407	84944	Hristova Temenuga Zhivkova		0.01374%	\$171.11
408	76293	Hsia Emily		0.02365%	\$294.43
409	9618	Hsu Jim C	11/4/2013	0.11357%	\$1,413.94
410	23682	Hsu Joyce	3/2/2013	0.13970%	\$1,739.25
411	36949	Huang Cindy O		0.02121%	\$264.00
412	49122	Huang Jinman	3/4/2013	0.11370%	\$1,415.61

	A	B	C	D	E
413	14272	Huang Leanne Y	3/2/2013	0.12339%	\$1,536.22
414	49125	Huang Ling Wei	5/7/2015	0.06679%	\$831.48
415	29987	Huang Nancy		0.02765%	\$344.18
416	21767	Huang Yen M		0.02545%	\$316.88
417	34285	Huang Zihua E		0.02921%	\$363.71
418	4645	Hubert Cameron B	5/5/2011	0.14238%	\$1,772.58
419	74987	Hughes Kena Tadesse		0.01413%	\$175.94
420	6253	Hui Lohelani Kahookele	5/5/2011	0.16000%	\$1,991.99
421	8096	Humble Barbara J	3/1/2013	0.11299%	\$1,406.74
422	84926	Hunt Matthew Scott	4/16/2015	0.01382%	\$172.04
423	6154	Hupp Nicky R	4/11/2013	0.11580%	\$1,441.75
424	21616	Hutcheson Christopher D	5/5/2011	0.01013%	\$126.06
425	7145	Hutchings Jill S	5/5/2011	0.12425%	\$1,546.95
426	8864	Huynh John	5/5/2011	0.16367%	\$2,037.66
427	30008	Huynh Nhung Thi	11/12/2015	0.05721%	\$712.25
428	49567	Huynh Thao		0.01618%	\$201.38
429	5162	Hwang In K	5/5/2011	0.03336%	\$415.27
430	8064	Hwang Shun Ling	4/6/2013	0.05991%	\$745.85
431	73603	Ikeda Cindy Tao	3/9/2013	0.06324%	\$787.29
432	4266	Imperial Joseph E	4/7/2013	0.07417%	\$923.46
433	35410	Insixiengmai Viphakone	4/7/2013	0.08213%	\$1,022.47
434	4901	Iorgulescu Adrian	3/9/2013	0.12246%	\$1,524.59
435	9361	Iorgulescu Mihaela C	3/9/2013	0.08061%	\$1,003.58
436	21727	Irvin Valarie A	4/12/2015	0.07645%	\$951.77
437	10213	Jackson Joanne T	5/5/2011	0.18319%	\$2,280.69
438	53808	Jackson Jr Herbert	3/7/2013	0.04751%	\$591.48
439	11166	Jaeger Jeffrey A	4/6/2013	0.10564%	\$1,315.27
440	9961	Jatico Roy L	5/5/2011	0.18095%	\$2,252.80
441	49157	Jenkins Vivian Tomasa T	3/7/2013	0.08598%	\$1,070.42
442	40078	Jiang Jessica Q	3/4/2013	0.12746%	\$1,586.92
443	71179	Jiang Jinhua	5/7/2015	0.06204%	\$772.39
444	10266	Jiao Rao	5/5/2011	0.15348%	\$1,910.80
445	34492	Jimenez Jr Oscar M		0.01728%	\$215.15
446	69822	Jimenez Wally	4/2/2015	0.04465%	\$555.92
447	63665	Jing Meijia		0.02185%	\$272.02
448	31747	Johnson Edith L	4/20/2013	0.05213%	\$649.07
449	4749	Johnson Kyong S	5/5/2011	0.17847%	\$2,221.92
450	8176	Johonnot Thomas S	5/5/2011	0.17459%	\$2,173.68
451	23156	Jokic Milica	4/7/2013	0.12057%	\$1,501.12
452	35285	Jones Elvis L	3/4/2013	0.11515%	\$1,433.68
453	30118	Jones Jesse J	3/9/2013	0.07843%	\$976.46
454	21741	Jones Mai Anh	3/1/2013	0.10859%	\$1,351.94

	A	B	C	D	E
455	27137	Jones Marlon Y	3/1/2013	0.11568%	\$1,440.26
456	60188	Jones Stephen Michael		0.02437%	\$303.42
457	60347	Jung Sun Yeun	3/28/2013	0.11242%	\$1,399.61
458	8297	Kaphengst Judy Haruko	3/14/2013	0.10425%	\$1,297.95
459	50837	Karaffa Joseph	5/5/2011	0.03048%	\$379.44
460	4454	Kastroll Kanie G	5/5/2011	0.18123%	\$2,256.31
461	4756	Katzenberger Daniel P	5/5/2011	0.16449%	\$2,047.86
462	66625	Keck Tasha Lynn	3/2/2013	0.09163%	\$1,140.81
463	64593	Keldysheva Olga	3/28/2015	0.06692%	\$833.10
464	5017	Kelley Babeth Marie	3/2/2013	0.09629%	\$1,198.76
465	10456	Kelley John K	5/5/2011	0.14762%	\$1,837.83
466	34369	Kellogg Joseph A		0.02805%	\$349.25
467	9648	Kelly Saakanoush	5/5/2011	0.16449%	\$2,047.88
468	82948	Kenina Anna A		0.02014%	\$250.69
469	50984	Keomany Bouthda	4/20/2013	0.11327%	\$1,410.19
470	6726	Kerbs Hope J	5/5/2011	0.17615%	\$2,193.06
471	34671	Ketema Redate		0.02667%	\$332.09
472	29691	Ketterer Meng Yan	7/6/2015	0.03953%	\$492.21
473	62870	Khemsar Samshrita	3/23/2013	0.11236%	\$1,398.93
474	71531	Kidane Michael Woldehawa		0.02522%	\$314.05
475	83073	Kieffer Amber A		0.01621%	\$201.81
476	34681	Kievit Christopher R	5/5/2011	0.03120%	\$388.49
477	14311	Killebrew Martha G	5/5/2011	0.15303%	\$1,905.26
478	36711	Kim Alex Y	3/4/2013	0.12081%	\$1,504.08
479	34534	Kim Eun K		0.02661%	\$331.34
480	9420	Kim Jin Y	5/5/2011	0.16684%	\$2,077.22
481	5556	Kim Kayla	5/5/2011	0.15184%	\$1,890.37
482	9119	Kim Kiong	3/7/2013	0.13068%	\$1,626.99
483	4539	Kim Toan D	3/7/2013	0.10922%	\$1,359.84
484	61171	Kim Tony Dong Hyun	3/7/2013	0.09649%	\$1,201.29
485	27171	Kim Woo Chin	7/6/2015	0.06002%	\$747.21
486	8347	Kim Yonghui J	5/5/2011	0.17993%	\$2,240.10
487	25696	King Pheleance	4/27/2015	0.07089%	\$882.60
488	6155	Kissman Michael P	3/4/2013	0.13140%	\$1,635.97
489	36905	Kittipongdaja Supeecha	5/5/2011	0.14218%	\$1,770.19
490	49757	Kleiner Randall	3/14/2013	0.06735%	\$838.46
491	4520	Klestinec Edward	5/5/2011	0.15793%	\$1,966.23
492	36532	Kline Emily V	3/23/2013	0.09991%	\$1,243.85
493	8650	Kloos Christy A	5/5/2011	0.13956%	\$1,737.50
494	5950	Knepper Brian M		0.02618%	\$325.94
495	35416	Ko Ki S	3/4/2013	0.12305%	\$1,531.92
496	29099	Kocienski Kevin M	4/6/2013	0.05096%	\$634.45

	A	B	C	D	E
497	8165	Kohistani Masooma	5/5/2011	0.01303%	\$162.25
498	79773	Kongmun Prangthip	7/17/2015	0.03442%	\$428.55
499	9673	Kornfeld Ray J	5/5/2011	0.07269%	\$905.01
500	5087	Koronik Saudia M	5/5/2011	0.15874%	\$1,976.31
501	6847	Kosaiyakanon Maria Lourde	5/5/2011	0.11068%	\$1,377.91
502	35296	Kounovsky Billy J	1/10/2014	0.03567%	\$444.12
503	78125	Kozup Jessica L		0.02250%	\$280.08
504	4413	Kreml Jeannine N	2/25/2013	0.08641%	\$1,075.75
505	36674	Kridler Roy B	5/5/2011	0.08217%	\$1,022.96
506	34494	Kruegel Jason J	5/5/2011	0.12120%	\$1,508.91
507	60300	Kubota Wade Masami	10/12/2013	0.08236%	\$1,025.38
508	86557	Kumar Chandrabhanu		0.00462%	\$57.53
509	35401	Kung Alvin S		0.02996%	\$372.95
510	21621	Kusasira Martin	3/16/2013	0.11069%	\$1,378.15
511	9112	Kwon Esther K	3/9/2013	0.13236%	\$1,647.93
512	86458	Kwon Kong Moon		0.00561%	\$69.87
513	7710	Lacey Yvette A	3/16/2013	0.02553%	\$317.87
514	11082	Lai Vinny	5/5/2011	0.03306%	\$411.62
515	49123	Lam Cheng Man	3/19/2015	0.06752%	\$840.66
516	34295	Lam Dung		0.02812%	\$350.13
517	25845	Lam Duy P	11/20/2015	0.06060%	\$754.42
518	8910	Lam Eithne	5/5/2011	0.04768%	\$593.56
519	16615	Lam Raymond Y	3/2/2013	0.09847%	\$1,225.92
520	21723	Lam Sandy C	3/1/2013	0.12097%	\$1,506.10
521	49296	Lambert Tina Helena	3/28/2015	0.02670%	\$332.43
522	8522	Lambert Tina I	5/5/2011	0.15398%	\$1,917.01
523	9774	Lambris John		0.02706%	\$336.89
524	6602	Lange Lawrence M	3/9/2013	0.11323%	\$1,409.67
525	36673	Laporta Joseph F	3/28/2013	0.12279%	\$1,528.68
526	61565	Larrieu Alain Jacques	3/1/2013	0.12505%	\$1,556.83
527	5369	Larson Ronda L	5/5/2011	0.13945%	\$1,736.18
528	74338	Lau Julie	3/28/2015	0.04580%	\$570.24
529	25692	Lau Loretta L	3/4/2013	0.11912%	\$1,483.02
530	59613	Lauret Isbert Armando	3/1/2013	0.11244%	\$1,399.84
531	35275	Laursen Jeffrey R	5/5/2011	0.15131%	\$1,883.78
532	70693	Lavigne John David		0.01377%	\$171.42
533	6177	Lay Elly S	4/7/2013	0.11127%	\$1,385.36
534	30018	Lazendic Marina	4/7/2013	0.09811%	\$1,221.51
535	49101	Le Hai C		0.03009%	\$374.62
536	36701	Le Hanh Chi T	3/7/2013	0.12131%	\$1,510.28
537	35219	Le Nho X	11/12/2015	0.05373%	\$668.95
538	36964	Le Nhu Q	5/5/2011	0.13069%	\$1,627.15

	A	B	C	D	E
539	83838	Le Nhung Thi		0.01724%	\$214.67
540	36960	Le Tan B		0.02302%	\$286.64
541	49131	Leavitt Kathryn B	4/20/2013	0.10497%	\$1,306.93
542	35810	LeBeau Wayne R	4/27/2015	0.07391%	\$920.16
543	36692	Leddy Donna A	5/18/2013	0.11489%	\$1,430.41
544	8161	Lee Anita	5/5/2011	0.15527%	\$1,933.12
545	7734	Lee Bokyu	3/7/2013	0.12345%	\$1,536.96
546	71570	Lee Da Mi	7/17/2015	0.04750%	\$591.33
547	8622	Lee Hei S	3/9/2013	0.12250%	\$1,525.07
548	22953	Lee Hsiu T	5/5/2011	0.17789%	\$2,214.67
549	36977	Lee Hyunsok	4/20/2013	0.10703%	\$1,332.53
550	9406	Lee Jacky	5/5/2011	0.17519%	\$2,181.12
551	15488	Lee Jade H	3/7/2013	0.12455%	\$1,550.68
552	34503	Lee Jenny		0.02929%	\$364.71
553	34293	Lee Kelly S		0.02657%	\$330.76
554	8565	Lee Kenny	5/5/2011	0.17683%	\$2,201.54
555	23683	Lee Lydia Z	3/28/2013	0.09256%	\$1,152.37
556	9367	Lee Sang Y	5/5/2011	0.16917%	\$2,106.21
557	35520	Lee Sei J		0.02468%	\$307.32
558	21738	Lee Tai Kyung	3/7/2013	0.13142%	\$1,636.20
559	8257	Lee Terri	5/5/2011	0.16829%	\$2,095.24
560	36768	Lee Ting	5/5/2011	0.15852%	\$1,973.61
561	8878	Lee Winston	3/7/2013	0.13379%	\$1,665.63
562	25707	Lei Leila	3/1/2013	0.13026%	\$1,621.79
563	34427	Lei Yuanyu S		0.02782%	\$346.42
564	75510	Leong Taylor K	4/9/2015	0.04705%	\$585.79
565	34623	Leung Franklin C	3/1/2013	0.13629%	\$1,696.85
566	35196	Leung Joyce Y		0.02975%	\$370.40
567	34291	Leung Lily	6/27/2015	0.01770%	\$220.36
568	27145	Leung Pei G	8/8/2015	0.06888%	\$857.53
569	7666	Lhuillier Jody L	5/5/2011	0.02490%	\$309.95
570	8178	Li Dan	5/5/2011	0.18425%	\$2,293.87
571	71666	Li De Jian	3/9/2013	0.07940%	\$988.54
572	49076	Li Jiemin	4/27/2015	0.06524%	\$812.24
573	23524	Li Jinyuan	3/1/2013	0.14191%	\$1,766.75
574	49077	Li Wai Chuen	4/11/2013	0.07743%	\$964.02
575	62517	Li Ying Hua	3/28/2015	0.04946%	\$615.76
576	62176	Li Ying Wa	3/28/2015	0.06250%	\$778.17
577	50873	Liang Eileen Zheng	3/4/2013	0.10274%	\$1,279.16
578	6990	Liang Jia Zhu	5/5/2011	0.15851%	\$1,973.45
579	70891	Liang Yun	10/12/2013	0.07688%	\$957.18
580	39058	Liang Yung	11/20/2015	0.03885%	\$483.73

	A	B	C	D	E
581	71387	Lieu Phuong	3/28/2015	0.06846%	\$852.35
582	21691	Lightford Cheryl S	10/17/2013	0.11553%	\$1,438.41
583	8167	Lim Karen	3/7/2013	0.13597%	\$1,692.85
584	25678	Lim Roger	11/20/2015	0.05181%	\$645.09
585	83131	Lin Qiaoyan		0.01989%	\$247.60
586	34436	Lindqwister Janice D	5/5/2011	0.14544%	\$1,810.78
587	49169	Lingbloom Duangporn	7/17/2015	0.05673%	\$706.32
588	74608	Liosi Catherine Marie	3/29/2015	0.05585%	\$695.31
589	85881	Lisojo Lisboa Benjamin	11/12/2015	0.00930%	\$115.75
590	49176	List John J	10/23/2015	0.02416%	\$300.80
591	74405	Liu Chuan-Wei		0.00419%	\$52.19
592	8509	Liu Chunxia	5/5/2011	0.15067%	\$1,875.90
593	27173	Liu Michelle Yan	5/5/2011	0.14971%	\$1,863.91
594	29852	Liu Suifen	4/27/2015	0.06999%	\$871.37
595	7261	Liu Yan J	3/4/2013	0.13259%	\$1,650.74
596	29950	Lo Wei Hong	3/16/2013	0.13845%	\$1,723.68
597	5919	Locanas Varias Merle V	5/5/2011	0.03797%	\$472.76
598	40424	Locklear Amanda K	5/5/2011	0.03304%	\$411.29
599	11010	Lody Jr Charles E	5/5/2011	0.17537%	\$2,183.36
600	36806	Long May	4/6/2013	0.11751%	\$1,463.06
601	8502	Louie Jocelyn S	3/13/2015	0.07490%	\$932.56
602	10114	Lovrince Jeannine R	5/5/2011	0.16903%	\$2,104.37
603	8568	Lowrey Mary E	5/5/2011	0.14613%	\$1,819.37
604	8820	Lowther Peter E	5/5/2011	0.04424%	\$550.73
605	69309	Lu Ping	4/20/2013	0.07912%	\$985.02
606	9949	Lubarsky Jen Fen	5/5/2011	0.18194%	\$2,265.10
607	34899	Lubrano Gina C		0.02136%	\$265.88
608	23684	Ludwick Steve E	8/1/2013	0.12292%	\$1,530.32
609	27134	Luk Yang	4/6/2013	0.12595%	\$1,568.04
610	7359	Luna Sheileen M	3/2/2013	0.08299%	\$1,033.25
611	8927	Luna William F	5/5/2011	0.16550%	\$2,060.47
612	49181	Luo Xing Ping	3/19/2015	0.06607%	\$822.51
613	21696	Luo Zhi Hong	3/1/2013	0.13684%	\$1,703.62
614	35581	Luong Hinh		0.02681%	\$333.74
615	78014	Luong Kelley	11/20/2015	0.03808%	\$474.14
616	8872	Luu Phuong L	5/5/2011	0.17508%	\$2,179.79
617	74310	Ly Ann Chan	2/23/2014	0.05039%	\$627.42
618	62869	Ma Ying Xian	3/4/2013	0.07627%	\$949.61
619	35299	Macaspac Norma G		0.02685%	\$334.28
620	49152	Mach Michele		0.02603%	\$324.10
621	6583	Maestas Freddy M	5/5/2011	0.17548%	\$2,184.71
622	34325	Mahany Michael D	4/20/2013	0.07495%	\$933.13

	A	B	C	D	E
623	23499	Maniscalco Joseph A	3/23/2013	0.11526%	\$1,435.00
624	9275	Manning Billy J	10/12/2013	0.10541%	\$1,312.36
625	8234	Manzi Chris A	5/5/2011	0.13710%	\$1,706.88
626	66912	Maralit William DeChavez	10/30/2015	0.04679%	\$582.48
627	77304	Marrero Mangual Camille	7/6/2015	0.03876%	\$482.54
628	4235	Martin David L	5/5/2011	0.13891%	\$1,729.47
629	10138	Martin Delia D	5/5/2011	0.17249%	\$2,147.48
630	36493	Martin Timothy L	5/6/2013	0.08491%	\$1,057.17
631	6623	Martinez Maria Veronica	5/5/2011	0.11932%	\$1,485.56
632	80577	Martinez Melissa		0.02111%	\$262.83
633	60346	Martinez-Curra Mariolys	3/9/2013	0.08597%	\$1,070.38
634	35307	Mason Joseph R	10/12/2013	0.11010%	\$1,370.78
635	8138	Mason Mary K	5/5/2011	0.14385%	\$1,790.95
636	16613	Matteucci Thomas A	5/5/2011	0.13274%	\$1,652.55
637	71317	Matthews Andre Luis	3/29/2015	0.05529%	\$688.37
638	76034	Mattio Carrie Ann		0.02388%	\$297.34
639	9962	Mauro Claudio	9/29/2013	0.10595%	\$1,319.02
640	21629	Mawanay Steve A	10/23/2015	0.06021%	\$749.58
641	21693	McAnallen Uyen K	3/7/2013	0.12474%	\$1,553.04
642	8180	McCall Kenneth E	5/5/2011	0.15415%	\$1,919.13
643	21773	McCall Zinash A	4/7/2013	0.10857%	\$1,351.74
644	9982	McCann Vicki G	5/5/2011	0.09543%	\$1,188.13
645	7362	McClelland Joshua J	5/5/2011	0.03263%	\$406.28
646	10129	Mccracken Darrell D	5/5/2011	0.15424%	\$1,920.26
647	10271	McCracken Maria J	5/5/2011	0.11121%	\$1,384.50
648	29854	McCully-Sexton Darcy	5/5/2011	0.10583%	\$1,317.54
649	9334	McDaniels Michael J	5/5/2011	0.12472%	\$1,552.77
650	49174	McDowell Janice	9/12/2013	0.08967%	\$1,116.41
651	5815	Mcewan Laura	5/5/2011	0.15172%	\$1,888.94
652	68464	Mcglynn James Terrance	12/27/2013	0.05013%	\$624.17
653	10267	Mckenzie Tramel G	5/5/2011	0.16245%	\$2,022.50
654	10218	Meacham Marcus R		0.02678%	\$333.44
655	66583	Measho Biniam Teame	4/2/2015	0.05934%	\$738.72
656	7019	Meci Maureen D	5/5/2011	0.05211%	\$648.71
657	85933	Medina Geraldine Ivonne		0.00845%	\$105.15
658	61959	Medina Toni Rattana	3/2/2013	0.10026%	\$1,248.26
659	23497	Meeke Pamela A	4/7/2013	0.11228%	\$1,397.85
660	10187	Melchionne Marianne Marie	5/5/2011	0.17299%	\$2,153.78
661	61958	Melgar Anndy A	3/1/2013	0.11045%	\$1,375.09
662	67501	Mendez Franklin	4/16/2015	0.06216%	\$773.88
663	85526	Meng Fanli	11/20/2015	0.01122%	\$139.68
664	71050	Mergen Gozdem		0.01981%	\$246.58

	A	B	C	D	E
665	7665	Messol William	5/5/2011	0.16751%	\$2,085.54
666	29921	Meyer David A	5/5/2011	0.05320%	\$662.34
667	34867	Miguel Harry Joe R	5/5/2011	0.10845%	\$1,350.18
668	36810	Mihai Mihaela	7/3/2015	0.06548%	\$815.17
669	5023	Miller Jeffrey M	5/5/2011	0.16615%	\$2,068.55
670	36709	Mirabelli Donna L	5/5/2011	0.16040%	\$1,996.99
671	49165	Mirica Mary	6/27/2015	0.01228%	\$152.87
672	64326	Misca Andreas	3/1/2013	0.11592%	\$1,443.19
673	7144	Mitchell Michael Scott	5/5/2011	0.11246%	\$1,400.11
674	76073	Moeller Jana Kay		0.00037%	\$4.60
675	88313	Montazeri Elham		0.00078%	\$9.66
676	8549	Montenegro Irma	5/5/2011	0.16924%	\$2,107.05
677	49688	Moore Dennis	5/5/2011	0.09212%	\$1,146.87
678	8172	Moore Derek F	5/5/2011	0.15305%	\$1,905.46
679	4584	Moore Holly L	5/5/2011	0.17149%	\$2,135.10
680	29952	Morales Perez Osmany	4/11/2013	0.11990%	\$1,492.69
681	34699	Morgan David E		0.02194%	\$273.21
682	34596	Morishita Cassandra K	3/4/2013	0.08990%	\$1,119.24
683	77350	Morris Evie Joe		0.02182%	\$271.68
684	13047	Morrison John	5/6/2013	0.08105%	\$1,009.08
685	7711	Moss Michael R	5/5/2011	0.17474%	\$2,175.57
686	24889	Moss Myung J	5/5/2011	0.18118%	\$2,255.69
687	4420	Mukai David M	5/5/2011	0.05716%	\$711.64
688	34547	Munoz Gerry M		0.02361%	\$293.99
689	19990	Munoz Verna D	3/1/2013	0.08943%	\$1,113.36
690	11101	Murphy Karen Anne	5/5/2011	0.10629%	\$1,323.29
691	5662	Murray Shaffner Kelly Ann	5/5/2011	0.16870%	\$2,100.27
692	9600	Mussa Maria L	5/5/2011	0.16287%	\$2,027.75
693	7871	Myers David C	5/5/2011	0.15264%	\$1,900.35
694	26366	Myrick David B	5/18/2013	0.11866%	\$1,477.31
695	39080	Nabit Donald Allen		0.01684%	\$209.62
696	86555	Nabua Milanie Bueno		0.00493%	\$61.37
697	6689	Nanao Vivian	3/16/2013	0.13310%	\$1,657.11
698	21694	Nance Sylvester L		0.00758%	\$94.33
699	21717	Napoli Alphonso C	3/16/2013	0.13459%	\$1,675.65
700	34287	Nasseri Ferozan	4/6/2013	0.12686%	\$1,579.38
701	9936	Nazareno Gina T	5/5/2011	0.13906%	\$1,731.35
702	34495	Nebab Eva Mina	3/28/2013	0.10665%	\$1,327.75
703	4493	Negash Mestawet T	3/7/2013	0.10711%	\$1,333.51
704	62250	Nehls Jeannette Wan		0.01100%	\$136.96
705	25740	Neighbors Brian R	4/6/2013	0.06427%	\$800.14
706	35561	Nelson Maria Luisa B	3/7/2013	0.10405%	\$1,295.41

	A	B	C	D	E
707	34328	Newton Andrew P	4/11/2013	0.11565%	\$1,439.80
708	5428	Ng Rebecca Y	5/5/2011	0.17042%	\$2,121.77
709	49355	Ngo Chung		0.02662%	\$331.36
710	25688	Ngo Mong Trinh	10/23/2015	0.05671%	\$706.04
711	36823	Nguyen Benson T		0.02677%	\$333.33
712	34538	Nguyen Cindy G		0.02292%	\$285.34
713	8546	Nguyen Helen	3/7/2013	0.10066%	\$1,253.25
714	5840	Nguyen Henri	3/7/2013	0.09998%	\$1,244.75
715	23808	Nguyen Hung N	10/23/2015	0.05270%	\$656.13
716	29925	Nguyen Ken	3/7/2013	0.14051%	\$1,749.31
717	8868	Nguyen Khiem T	5/5/2011	0.15065%	\$1,875.64
718	40077	Nguyen Khoi V		0.00830%	\$103.38
719	34841	Nguyen Myhanh T	11/12/2015	0.02077%	\$258.54
720	63664	Nguyen Peter Tran	7/3/2015	0.03938%	\$490.26
721	50753	Nguyen Phuong	3/2/2013	0.11967%	\$1,489.89
722	4416	Nguyen Shu	5/5/2011	0.16442%	\$2,047.03
723	49078	Nguyen Son	3/7/2013	0.12415%	\$1,545.72
724	49564	Nguyen Steve H		0.01575%	\$196.04
725	49130	Nguyen Thuhang	12/17/2015	0.05222%	\$650.18
726	60301	Nguyen Trung Duc	3/2/2013	0.07583%	\$944.06
727	70489	Nguyen Tuan Ngoc		0.02712%	\$337.60
728	5096	Nguyen Xuanthu T	5/5/2011	0.18069%	\$2,249.56
729	75497	Nia Naz		0.02625%	\$326.84
730	8653	Nilat Chanida	5/5/2011	0.16185%	\$2,015.02
731	9337	Norman Christopher S	5/5/2011	0.13289%	\$1,654.45
732	27686	Norman Cindy G	5/5/2011	0.18688%	\$2,326.61
733	5453	Nowotarski Jeffrey M	5/5/2011	0.08497%	\$1,057.85
734	26350	Nuas Adam D	3/28/2013	0.13598%	\$1,692.89
735	70822	O Neill James Joseph	11/4/2013	0.06319%	\$786.69
736	15475	Oak Julissa	5/5/2011	0.16972%	\$2,113.00
737	6554	Odo Randy Y	5/5/2011	0.18071%	\$2,249.81
738	67402	O'Donovan Lynn Christine		0.02485%	\$309.34
739	8951	Oguma Ho Yong	5/5/2011	0.14056%	\$1,750.01
740	27133	Okbazion Yonatan G	4/27/2015	0.06912%	\$860.48
741	9676	Olaivar Noemi B	5/5/2011	0.16940%	\$2,109.04
742	21721	Olivas Rodolfo E	4/16/2015	0.07519%	\$936.11
743	36721	Olmo Jane E	3/7/2013	0.11548%	\$1,437.67
744	8545	Olson Corey J	3/2/2013	0.12925%	\$1,609.16
745	34368	Oprea Oya	3/7/2013	0.09934%	\$1,236.81
746	36809	Overcast Jr Lewis D		0.01287%	\$160.18
747	62007	Owens Matthew Morris	3/2/2013	0.11793%	\$1,468.27
748	50770	Pacpaco Kevin		0.01102%	\$137.16

	A	B	C	D	E
749	34434	Padilla Maria V	5/6/2013	0.10471%	\$1,303.66
750	35111	Padir Sertac		0.01324%	\$164.84
751	23160	Padron Sandro	3/2/2013	0.11754%	\$1,463.31
752	80576	Paiz Olivia Patrice		0.02182%	\$271.66
753	34366	Palmaira Ric S	4/7/2013	0.13519%	\$1,683.12
754	9733	Palmer Bobby W	5/5/2011	0.11980%	\$1,491.49
755	35312	Palmer Ebru A	5/6/2013	0.10805%	\$1,345.26
756	66744	Pan Hong da	3/28/2015	0.06887%	\$857.43
757	87085	Pan MinChang	10/23/2015	0.00521%	\$64.92
758	8166	Parente William Orlando	5/5/2011	0.13712%	\$1,707.20
759	71576	Park Yoojung		0.02208%	\$274.89
760	66924	Parker Elorrey Catabay	3/14/2013	0.08569%	\$1,066.83
761	9281	Pascual Siden H	5/5/2011	0.17826%	\$2,219.28
762	64653	Pastrana Vanessa Opalo	4/16/2015	0.05006%	\$623.23
763	4452	Payanouvong Nang K	5/5/2011	0.16823%	\$2,094.45
764	36035	Payne John M	4/11/2013	0.09051%	\$1,126.89
765	9498	Pena Caban Marina	5/5/2011	0.16244%	\$2,022.41
766	60525	Pena De Crockett Nurys	3/4/2013	0.12269%	\$1,527.53
767	34362	Peng Kitty Rui Xia		0.02261%	\$281.54
768	71348	Perekhoda Liliana Alexevna		0.02421%	\$301.41
769	5068	Perez David A	5/5/2011	0.09998%	\$1,244.79
770	8932	Perez Ramon I	5/5/2011	0.14283%	\$1,778.21
771	64612	Perez Rodolfo	4/6/2013	0.10675%	\$1,329.05
772	85547	Peron Alan	3/28/2015	0.01046%	\$130.23
773	7640	Perreault William J	5/5/2011	0.09846%	\$1,225.86
774	9489	Perri Nicholas J	3/4/2013	0.12161%	\$1,514.06
775	21686	Perry Richard D	11/18/2013	0.11017%	\$1,371.65
776	67232	Peters Aileen Blaza	3/14/2013	0.06966%	\$867.32
777	63807	Petrakos Melissa Danielle	4/27/2015	0.03788%	\$471.64
778	10113	Petrescu Gabriel S	5/5/2011	0.03975%	\$494.87
779	10257	Petty Marlene	5/5/2011	0.15495%	\$1,929.07
780	49127	Phan Kim		0.02733%	\$340.30
781	29909	Phan Vanessa M	10/23/2015	0.02682%	\$333.92
782	34490	Phay Heang L	4/6/2013	0.09708%	\$1,208.61
783	5926	Phetdaovieng Nikone	5/5/2011	0.16502%	\$2,054.56
784	35197	Phetdaovieng Somphone	3/17/2013	0.12056%	\$1,500.91
785	8493	Phetdaovieng Soukie	5/5/2011	0.12932%	\$1,610.10
786	34276	Phipps Peter W	9/29/2013	0.11197%	\$1,394.03
787	88159	Pillay Sudayvan		0.00084%	\$10.52
788	63166	Pinar Yardlie Adela	3/7/2013	0.10500%	\$1,307.29
789	8278	Pineyro Robert	5/5/2011	0.06816%	\$848.56
790	83429	Pitts Ralph		0.00185%	\$23.08

	A	B	C	D	E
791	59615	Placeres Walter	4/6/2013	0.11365%	\$1,415.00
792	9145	Plourde Danny L	5/5/2011	0.14458%	\$1,799.97
793	7303	Plourde Victoria Y	5/5/2011	0.00243%	\$30.31
794	9122	Pochiro Jennifer K	5/5/2011	0.15529%	\$1,933.38
795	9601	Pocras Samuel H		0.01295%	\$161.17
796	4991	Pontrelli Tom	3/28/2013	0.11693%	\$1,455.75
797	7057	Poon Juneau M	5/5/2011	0.18365%	\$2,286.49
798	34872	Porter-Thomas Sellina M	4/11/2013	0.12215%	\$1,520.79
799	60750	Posey Ferihan	3/7/2013	0.03114%	\$387.75
800	61566	Postirnac Ana Maria		0.00901%	\$112.22
801	6904	Powell Unchu	5/5/2011	0.16616%	\$2,068.68
802	6758	Praus Michelle K	3/7/2013	0.10087%	\$1,255.81
803	14273	Premvaree Nakorn	3/4/2013	0.12582%	\$1,566.44
804	62405	Price Laura		0.02282%	\$284.08
805	67064	Price Lavone Carrie	3/23/2013	0.09032%	\$1,124.46
806	49015	Provenzano Jr James A	10/30/2015	0.05589%	\$695.84
807	10616	Pu Martha A	3/14/2013	0.11727%	\$1,460.00
808	64103	Pu Vonn	3/14/2013	0.05318%	\$662.11
809	67041	Pudar Vesna	10/30/2015	0.05209%	\$648.50
810	8171	Puentes Fermin	5/5/2011	0.17640%	\$2,196.21
811	50775	Pujaz Natasa		0.01278%	\$159.07
812	76145	Qian Cheryl D		0.02543%	\$316.54
813	34695	Qian-galarotti Jing	3/14/2013	0.10991%	\$1,368.37
814	29920	Qin Chun Lan	3/28/2013	0.00090%	\$11.23
815	28130	Quirk Jason P	10/23/2015	0.02520%	\$313.72
816	34515	Rabago Kesalin S	10/12/2015	0.03778%	\$470.40
817	34409	Race Courtney K	3/14/2013	0.11366%	\$1,415.05
818	10272	Radan Kimberly A	5/5/2011	0.14552%	\$1,811.71
819	36972	Radnic Mia Mirjana	11/20/2015	0.04368%	\$543.86
820	49124	Raftery Michael T	4/6/2013	0.10482%	\$1,304.95
821	62507	Ramis Allan Balute	3/23/2013	0.11122%	\$1,384.72
822	5255	Ramos Holly M	4/6/2013	0.11041%	\$1,374.55
823	34618	Ranallo Michael D	5/5/2011	0.14306%	\$1,781.14
824	34292	Randall Jeffrey D	3/17/2013	0.11614%	\$1,445.97
825	9991	Randall Lisa A	5/5/2011	0.11672%	\$1,453.18
826	85874	Rasamee Raneer Crook		0.00616%	\$76.73
827	34303	Ratanametee Manilak		0.02765%	\$344.28
828	36522	Reagan Sarah E	10/1/2013	0.03980%	\$495.49
829	9613	Reaume Susan Y	5/5/2011	0.13856%	\$1,725.10
830	10630	Reese Stella B	6/12/2014	0.10044%	\$1,250.48
831	25687	Reeves Christopher W		0.01920%	\$239.04
832	5853	Regos Andrew	4/12/2015	0.07004%	\$871.99

	A	B	C	D	E
833	4227	Reiner Carla M	5/5/2011	0.16907%	\$2,104.95
834	86781	Reitz Ashley Christine		0.00523%	\$65.11
835	83074	Ren Cheng Yan		0.01994%	\$248.28
836	67835	Reynolds Michael James	6/12/2014	0.07957%	\$990.70
837	21720	Richardson Brenda L	3/2/2013	0.12111%	\$1,507.84
838	4165	Richichi Salvatore J	11/4/2013	0.04117%	\$512.52
839	8589	Rischenole Russell A	5/5/2011	0.10908%	\$1,358.05
840	7752	Ritchie Cam D	3/7/2013	0.12578%	\$1,566.00
841	26313	Ritchie Xu	3/1/2013	0.11741%	\$1,461.80
842	36822	Roach Anthony S	3/17/2013	0.11356%	\$1,413.87
843	9374	Robertson Carol M	5/5/2011	0.15797%	\$1,966.77
844	8916	Robinson Laura J	5/5/2011	0.16804%	\$2,092.07
845	34465	Rodman Roxanne M		0.02625%	\$326.83
846	65963	Rodriguez Hernandez Denise	3/9/2013	0.09505%	\$1,183.38
847	74652	Rodriguez Jr Raymond	11/12/2015	0.04536%	\$564.79
848	85972	Rodriguez Remon Legna	7/6/2015	0.00870%	\$108.34
849	8392	Rodriguez Ricardo	5/5/2011	0.00428%	\$53.29
850	34602	Rodriguez Tatiana N	9/7/2013	0.10027%	\$1,248.34
851	86374	Rodriguez-Quinones Abigail	11/12/2015	0.00479%	\$59.62
852	4246	Rodsawahng Sandy C	5/5/2011	0.15020%	\$1,869.96
853	10788	Rogers Michelle Francisco	5/5/2011	0.11784%	\$1,467.15
854	7869	Rogers Tammy R	3/2/2013	0.03227%	\$401.79
855	8169	Roh Jehee	5/5/2011	0.17592%	\$2,190.16
856	27130	Roh Sung	3/9/2013	0.12459%	\$1,551.16
857	26720	Rojas Armando D	1/27/2014	0.03485%	\$433.86
858	34526	Rosenbaum Craig M		0.01263%	\$157.23
859	64604	Rosenberg Jeffrey Michael		0.00488%	\$60.71
860	36675	Ross Michelle K	4/6/2013	0.11711%	\$1,457.97
861	26312	Rossi Kelli M	4/11/2013	0.13062%	\$1,626.19
862	9273	Rothman Daniel A	3/7/2013	0.11770%	\$1,465.43
863	60399	Roxas Casey Abagat	3/7/2013	0.11089%	\$1,380.54
864	75040	Rozniece Oksana	12/17/2015	0.04877%	\$607.15
865	35191	Ruffy Pavinda S	3/23/2013	0.08638%	\$1,075.47
866	8706	Ruiter Cindi L	5/5/2011	0.17579%	\$2,188.62
867	4398	Rutecki Jeffrey J	5/5/2011	0.11603%	\$1,444.58
868	35192	Ryan Beata E	4/6/2013	0.11178%	\$1,391.69
869	36906	Sabaghanvari Jean Paul	3/28/2015	0.07582%	\$943.94
870	10524	Sachanko Susan Beth	5/5/2011	0.00725%	\$90.21
871	25689	Sachs Grace J	9/7/2013	0.08452%	\$1,052.31
872	9138	Sackin David A	5/5/2011	0.13755%	\$1,712.44
873	36714	Salamoun Shadi S	3/1/2013	0.13106%	\$1,631.64
874	34267	Salazar Annabelle	4/7/2013	0.07544%	\$939.27

	A	B	C	D	E
875	76396	Salazar Rojas Ana M		0.01954%	\$243.25
876	34282	Sama Carlos E		0.00950%	\$118.22
877	61319	Sampson Ae Joung		0.01727%	\$215.04
878	8651	Sanders Gail L	5/5/2011	0.09533%	\$1,186.90
879	9360	Sandoval Yaneth	5/5/2011	0.16250%	\$2,023.17
880	35959	Sands Brian S	3/28/2015	0.05527%	\$688.15
881	5520	Santos Dan R	5/5/2011	0.04865%	\$605.71
882	22889	Santos Jr Jaime D		0.02882%	\$358.78
883	7737	Santos Marites L	5/5/2011	0.16865%	\$2,099.73
884	7884	Santos Rachel N	5/5/2011	0.15067%	\$1,875.85
885	9608	Saowan Jarunee S	5/5/2011	0.15209%	\$1,893.50
886	7017	Sarabia Leticia	5/5/2011	0.15072%	\$1,876.52
887	74193	Sarabia Maria A		0.02366%	\$294.60
888	8696	Sarant Romilda	3/4/2013	0.05325%	\$662.99
889	25708	Sax Charles A	3/1/2013	0.13548%	\$1,686.74
890	34896	Sayetta Adam S	4/6/2013	0.07957%	\$990.69
891	4994	Sbraccia Gary J	5/5/2011	0.11276%	\$1,403.89
892	80350	Scaringe David Joseph		0.02279%	\$283.70
893	26385	Schultz Brian J	5/6/2013	0.00008%	\$0.98
894	34703	Schwartz Cecilia A	12/17/2015	0.05181%	\$645.09
895	34846	Schwartz Jonathan J	5/5/2011	0.15431%	\$1,921.17
896	4806	Scott Charan	5/5/2011	0.16842%	\$2,096.81
897	9775	Sell Abegaille L	3/7/2013	0.11836%	\$1,473.57
898	4529	Sellers Richard D	5/5/2011	0.17766%	\$2,211.89
899	86520	Septelici Viorel		0.00501%	\$62.32
900	29948	Shabanava Natallia	3/2/2013	0.11058%	\$1,376.68
901	88297	Shakoori Nasim		0.00050%	\$6.19
902	8873	Sharp John D	5/5/2011	0.17907%	\$2,229.37
903	34557	Shelfer Christine E	5/6/2013	0.04884%	\$608.11
904	9765	Shen Xiangqun	5/5/2011	0.14978%	\$1,864.72
905	8149	Shiferaw Gobena	5/5/2011	0.16821%	\$2,094.20
906	70239	Shih Vivian	11/12/2015	0.04887%	\$608.45
907	36513	Shin Keum Hee	3/7/2013	0.08835%	\$1,099.99
908	8491	Shin Young S	3/14/2013	0.12531%	\$1,560.10
909	5377	Shu Pamela Y	5/5/2011	0.14325%	\$1,783.48
910	84928	Shullo Amy Lorraine		0.01436%	\$178.79
911	76564	Shvets Victoria		0.02096%	\$260.99
912	23800	Silim Ty	4/27/2015	0.07484%	\$931.76
913	14163	Silvas Jr Hector J	3/9/2013	0.11296%	\$1,406.41
914	18647	Sim Byung R	5/5/2011	0.16636%	\$2,071.22
915	29720	Singer Billye	4/12/2015	0.06359%	\$791.71
916	77487	Siraphaiboon Phanida		0.02638%	\$328.43

	A	B	C	D	E
917	83112	Sires Campos Carlos		0.01760%	\$219.17
918	70454	Sisowath Sonia	4/6/2013	0.07457%	\$928.44
919	34603	Sith Charlie	11/20/2015	0.05423%	\$675.23
920	51016	Siu Chung Kit		0.02649%	\$329.78
921	74363	Slepsyk Joshua Anthony	7/3/2015	0.05090%	\$633.73
922	8097	Smiley Gary A	5/5/2011	0.17326%	\$2,157.12
923	34638	Smith Eric Scott	5/7/2015	0.06216%	\$773.91
924	86556	Smith Heather Danielle	11/12/2015	0.00520%	\$64.75
925	35286	Smith Monica	3/14/2013	0.11613%	\$1,445.82
926	86582	Smith Reiko	10/30/2015	0.00600%	\$74.74
927	23740	Smith Villarosa P	4/11/2013	0.12878%	\$1,603.32
928	86020	Snitzel Eric Raymond		0.00370%	\$46.03
929	85707	Soberano Jeffrey Allen Galla		0.00955%	\$118.95
930	87384	Soderberg Sam J		0.00320%	\$39.80
931	35292	Solano Enrique A	6/17/2013	0.12066%	\$1,502.24
932	3893	Soleski Maria Lourdes A		0.00684%	\$85.13
933	6581	Solorzano Miguel	5/5/2011	0.16366%	\$2,037.60
934	35045	Somers Jennifer L	5/5/2011	0.15625%	\$1,945.31
935	77572	Somsanith Chanda		0.02297%	\$285.99
936	87230	Song Cassandra Ellano		0.00318%	\$39.63
937	34487	Song Roderfida B	8/20/2015	0.06668%	\$830.16
938	9155	Songprasit Thawatchai	3/4/2013	0.13136%	\$1,635.37
939	71270	Songsee Tapanee	4/20/2013	0.03250%	\$404.62
940	65804	Sora Marius Ovidiu	9/29/2013	0.10291%	\$1,281.19
941	36080	Sosna Thomas A	3/4/2013	0.12697%	\$1,580.74
942	16612	Spencer Carless R	3/1/2013	0.07161%	\$891.49
943	25738	Speraw Angela M	5/5/2011	0.11656%	\$1,451.21
944	6635	Spotti Bettyjo	5/5/2011	0.15096%	\$1,879.43
945	8208	Sprenkel Jamie L	3/9/2013	0.06013%	\$748.57
946	49112	Sri Boramy	5/6/2013	0.12334%	\$1,535.61
947	4324	Staana Primo S	5/5/2011	0.14969%	\$1,863.67
948	11888	Starks Jacinta L	5/5/2011	0.11630%	\$1,447.90
949	35951	Starr Katy M	5/5/2011	0.10564%	\$1,315.17
950	5092	Steffon Paul G	5/5/2011	0.17261%	\$2,149.04
951	34398	Stepanian Daniel P	4/20/2013	0.03881%	\$483.19
952	27708	Stratford Stephen	4/11/2013	0.09882%	\$1,230.28
953	19369	Stybel Martin	5/5/2011	0.12483%	\$1,554.11
954	76510	Sudak III Richard A		0.00113%	\$14.11
955	8484	Sun Hong	5/5/2011	0.17899%	\$2,228.44
956	4992	Sun Maiya H	5/5/2011	0.17325%	\$2,156.95
957	59957	Suriano Mark Allen		0.02091%	\$260.37
958	26390	Surmen Lerzan	4/20/2013	0.12383%	\$1,541.74

	A	B	C	D	E
959	26386	Surmen Lutfi M	4/20/2013	0.11845%	\$1,474.71
960	21695	Swain Emma		0.01314%	\$163.56
961	34344	Sydney-Smith Jessica		0.01659%	\$206.49
962	9505	Szekely Ronald J	5/5/2011	0.12615%	\$1,570.58
963	35247	Tan David A	3/2/2013	0.09711%	\$1,209.07
964	65421	Tan Li Fang	4/6/2013	0.09877%	\$1,229.65
965	86022	Tan Qiaoyi	11/20/2015	0.00836%	\$104.08
966	34341	Tan Weida	3/1/2013	0.11913%	\$1,483.14
967	6386	Tang Quy Ngoc T	5/5/2011	0.16486%	\$2,052.45
968	62318	Tang Xiuhong		0.02345%	\$292.00
969	35347	Tanis Eve-nika	3/1/2013	0.12829%	\$1,597.16
970	60350	Tanis Wilnor	3/1/2013	0.12760%	\$1,588.63
971	36805	Tasie Genet N		0.02399%	\$298.68
972	25685	Telahun Workbicha Y		0.02554%	\$317.95
973	70499	Terry Christian Dane	7/17/2015	0.04054%	\$504.69
974	29690	Tewelde Alganesh		0.02882%	\$358.79
975	8212	Thai Jack		0.00518%	\$64.46
976	82945	Thibaut Debra Ann	5/11/2015	0.02118%	\$263.66
977	9285	Thomson Patricia D	5/5/2011	0.03589%	\$446.80
978	10110	Thum Ken	5/5/2011	0.17706%	\$2,204.34
979	25711	Tong lek C	3/1/2013	0.11516%	\$1,433.72
980	35713	Torres Judy	3/2/2013	0.10772%	\$1,341.16
981	32129	Toutounji Rita E	6/3/2013	0.00860%	\$107.08
982	35281	Tran Adam T	5/6/2013	0.04015%	\$499.81
983	21722	Tran Amy	11/12/2015	0.05753%	\$716.21
984	8286	Tran Anthony T	5/5/2011	0.16534%	\$2,058.48
985	26520	Tran Bao Long V		0.02926%	\$364.24
986	9096	Tran Chau B	4/27/2015	0.06699%	\$834.01
987	64165	Tran Diem Thu-Thi	1/10/2014	0.09535%	\$1,187.17
988	36763	Tran Doanthuc V		0.02533%	\$315.31
989	8560	Tran Melissa T	5/5/2011	0.16845%	\$2,097.21
990	34278	Tran Nga K	10/30/2015	0.05823%	\$724.96
991	71266	Tran Patria Yen	3/7/2013	0.08143%	\$1,013.75
992	36703	Tran Thanh T		0.02464%	\$306.74
993	9387	Tran Thoa K	5/5/2011	0.18880%	\$2,350.61
994	36901	Tran William M	3/7/2013	0.08962%	\$1,115.83
995	8684	Trinh Kiet T	5/5/2011	0.17842%	\$2,221.35
996	23850	Trinh Peter		0.01781%	\$221.75
997	4434	Trinidad Glorifina P	5/5/2011	0.18291%	\$2,277.29
998	34502	Trinidad Milani Yoshiko C	2/28/2015	0.06096%	\$758.94
999	59636	Trinidad Salvador Del Carme	3/6/2015	0.04633%	\$576.76
1000	5016	Truong Khuu G	5/5/2011	0.05666%	\$705.47

	A	B	C	D	E
1001	34374	Trzebinska Agata	3/7/2013	0.09397%	\$1,169.87
1002	21819	Tsang Lily FungPing	11/20/2015	0.05358%	\$667.04
1003	25732	Tsui Morris W	3/1/2013	0.12492%	\$1,555.31
1004	5041	Uganiza Adrian S	5/5/2011	0.15197%	\$1,892.04
1005	34308	Uljar Snezana	4/11/2013	0.12257%	\$1,525.96
1006	21725	Underwood Jr Paul W	4/11/2013	0.07336%	\$913.29
1007	62509	Ung Ieng Kieng	11/12/2015	0.03836%	\$477.53
1008	61916	Urban Danielle Laine	8/3/2015	0.01263%	\$157.28
1009	4810	Vaccaro Thomas	5/5/2011	0.17761%	\$2,211.19
1010	71171	Valdes Lopez Ada	3/17/2013	0.07216%	\$898.45
1011	67053	Valdez Abigail Rene		0.02520%	\$313.79
1012	5215	Valesky Brian	5/5/2011	0.11123%	\$1,384.86
1013	35346	Valiente Alfredo		0.01807%	\$225.00
1014	27281	Vance William M	3/23/2013	0.06220%	\$774.35
1015	63521	Vanderbeek Cheryl Denise	3/14/2013	0.07056%	\$878.47
1016	73979	Vang Heidi Caroline	3/13/2015	0.05912%	\$736.01
1017	73356	Vargo Judy Li	11/20/2015	0.00652%	\$81.11
1018	71102	Vasilakopoulou Evangelia	4/2/2015	0.06399%	\$796.62
1019	49103	Veith James	3/19/2015	0.05013%	\$624.08
1020	50771	Vekovic Marko	8/1/2013	0.05786%	\$720.41
1021	7177	Verba Peter J	5/5/2011	0.11829%	\$1,472.68
1022	85816	Verville Kristopher Keith		0.00792%	\$98.60
1023	35353	Viado Marlon M	5/5/2011	0.13528%	\$1,684.21
1024	21704	Victoria Ariel V	3/16/2013	0.12808%	\$1,594.62
1025	76042	Villa Ramirez Wendy Yaremi	7/3/2015	0.04854%	\$604.30
1026	34474	Villaflor Faith	4/7/2013	0.09501%	\$1,182.91
1027	88289	Villafranca Lam Ladys Diana		0.00057%	\$7.12
1028	71519	Villalobos Pinero Anamarys	11/4/2013	0.05142%	\$640.20
1029	34826	Vo Nga T		0.01195%	\$148.79
1030	34363	Vongprachanh Malisa		0.02402%	\$299.02
1031	34330	Vongvixay Christina Y		0.01300%	\$161.88
1032	71006	Vongvixay Fongsamout		0.02379%	\$296.14
1033	5576	Vowell Lisa M	5/5/2011	0.12158%	\$1,513.62
1034	72618	Vu Chi		0.02430%	\$302.55
1035	27691	Vuong Minh V	12/17/2015	0.05583%	\$695.08
1036	36826	Vuong Nuoi	4/6/2013	0.03489%	\$434.33
1037	30030	Vuong Vinh T	3/28/2013	0.13930%	\$1,734.27
1038	23489	Vuong Vinnie Q		0.02826%	\$351.80
1039	9743	Wade Howard	3/16/2013	0.12754%	\$1,587.86
1040	10441	Walesa Anthony P	5/5/2011	0.01163%	\$144.78
1041	73582	Walker Kevin C	7/6/2015	0.06024%	\$750.01
1042	9981	Wan Ronnie Chi	5/5/2011	0.17883%	\$2,226.47

	A	B	C	D	E
1043	26063	Wang Heidi	7/3/2015	0.07179%	\$893.83
1044	49114	Wang Hongmei	3/2/2013	0.12195%	\$1,518.23
1045	9791	Wang Jerry	5/5/2011	0.15358%	\$1,912.08
1046	21730	Wang Jiandong		0.02734%	\$340.39
1047	23526	Wang Mei Ying	7/17/2015	0.06645%	\$827.28
1048	36829	Wang Shih-ping	3/14/2013	0.11094%	\$1,381.20
1049	64743	Wang Tiffany Ying	11/12/2015	0.04292%	\$534.33
1050	35516	Wang Yang		0.02532%	\$315.22
1051	34373	Wang Yvonne		0.02042%	\$254.20
1052	21710	Ward Yow R	3/4/2013	0.10756%	\$1,339.06
1053	6236	Watkins Richard D	5/5/2011	0.17046%	\$2,122.28
1054	4299	Watkins Tammi M	5/5/2011	0.16188%	\$2,015.40
1055	35651	Watts Bradley K	10/30/2015	0.02404%	\$299.33
1056	49172	Weber Traci L	5/5/2011	0.16017%	\$1,994.16
1057	26367	Wei Jun M	3/7/2013	0.11011%	\$1,370.92
1058	7150	Weinstock Lian	5/5/2011	0.14671%	\$1,826.51
1059	21698	Welt Jr John H	3/1/2013	0.08406%	\$1,046.59
1060	21724	Welt Shannon M	3/1/2013	0.10806%	\$1,345.30
1061	8269	Wendt Jamie W	5/5/2011	0.06000%	\$746.98
1062	34509	Wescott Supavadee		0.02912%	\$362.56
1063	7907	Whitcomb Mary-Noel M		0.02356%	\$293.29
1064	40465	White Stephen R	4/6/2013	0.11749%	\$1,462.78
1065	34684	Whitten Sean P	3/14/2013	0.10979%	\$1,366.84
1066	13627	Williams Shannon L	5/5/2011	0.13024%	\$1,621.45
1067	22957	Williamson Karin M	4/27/2015	0.06359%	\$791.74
1068	27298	Wilmore Sharon D		0.01223%	\$152.32
1069	8828	Wilson Brian V	1/2/2015	0.04093%	\$509.55
1070	21700	Wilson Janette B	8/1/2013	0.09228%	\$1,148.91
1071	5462	Wilson Martin D	3/28/2013	0.06829%	\$850.15
1072	6041	Winchester Otis L	5/5/2011	0.03789%	\$471.73
1073	59827	Winzer Aaron Jerel	12/17/2015	0.04836%	\$602.02
1074	21774	Witner Gerald T	5/5/2011	0.13896%	\$1,730.08
1075	60246	Wodowski Diane Lynn	7/6/2015	0.05006%	\$623.21
1076	5627	Woldie Negest A		0.02653%	\$330.26
1077	23807	Wong Andy	3/2/2013	0.11720%	\$1,459.20
1078	7173	Wong Bonnie	3/2/2013	0.11054%	\$1,376.27
1079	34314	Wong Denis A	12/17/2015	0.02142%	\$266.62
1080	8537	Wong Johnny	5/5/2011	0.15581%	\$1,939.86
1081	34498	Wong Kurt K	6/11/2015	0.04427%	\$551.14
1082	34317	Wong Stephanie Y		0.02864%	\$356.54
1083	36957	Wong Timmy	3/7/2013	0.06505%	\$809.89
1084	27136	Woo Woy Yin	8/8/2015	0.06885%	\$857.15

	A	B	C	D	E
1085	34334	Worgull Nancy Y	3/4/2013	0.12279%	\$1,528.68
1086	35273	Wu Biling L	3/16/2013	0.10899%	\$1,356.95
1087	34827	Wu Kaiching	3/2/2013	0.12930%	\$1,609.79
1088	64664	Wu Lily	11/12/2015	0.04746%	\$590.87
1089	35434	Wu Xiu L	3/14/2013	0.11475%	\$1,428.69
1090	49126	Wu Xue-Qiong	3/19/2015	0.07094%	\$883.20
1091	25681	Wu Yi Fan	3/4/2013	0.13035%	\$1,622.86
1092	8116	Wuertz Jamie M	5/5/2011	0.16523%	\$2,057.09
1093	29954	Xia Yi	3/9/2013	0.11667%	\$1,452.49
1094	21701	Xie Christine Y	3/1/2013	0.12026%	\$1,497.29
1095	8290	Xiong Kabee	5/5/2011	0.13109%	\$1,632.08
1096	21702	Xu Belinda		0.02890%	\$359.79
1097	5572	Xu David Gang	10/12/2015	0.05563%	\$692.65
1098	9318	Xu Shi P		0.02694%	\$335.43
1099	75100	Xu Summer	1/10/2014	0.05194%	\$646.71
1100	49231	Yamzon Raymundo	3/7/2013	0.09744%	\$1,213.11
1101	26064	Yan Ying		0.02871%	\$357.44
1102	34273	Yang James S		0.01486%	\$185.00
1103	79807	Yang Liwei		0.02410%	\$300.01
1104	49173	Yang Yongming	4/27/2015	0.03449%	\$429.34
1105	21626	Yaquinto Jason C	4/2/2015	0.07168%	\$892.42
1106	74607	Yaros Michael John	4/6/2013	0.05796%	\$721.63
1107	84529	Yazdabadi Mansour V	10/23/2015	0.00472%	\$58.72
1108	23506	Ye Ying	4/27/2015	0.07818%	\$973.39
1109	5740	Yearke Carol E	5/5/2011	0.15687%	\$1,953.03
1110	21688	Yerger Ilona U	4/11/2013	0.13429%	\$1,671.88
1111	49080	Yi Seong J		0.01972%	\$245.57
1112	5884	Yilmaz Levent	5/5/2011	0.17879%	\$2,225.88
1113	36952	Yilmaz Senem	4/11/2013	0.05776%	\$719.08
1114	36523	Yim Myong S	4/7/2013	0.10968%	\$1,365.50
1115	85771	Yin Jinxia	11/20/2015	0.00919%	\$114.38
1116	64591	Ying Haiyan		0.02372%	\$295.27
1117	22952	Yip Eric	3/7/2013	0.13616%	\$1,695.14
1118	34497	Yip Sui Fang	10/23/2015	0.05946%	\$740.30
1119	7996	Yiu Lam	3/7/2013	0.12910%	\$1,607.32
1120	65422	Yiv Sam Kim	8/3/2015	0.05977%	\$744.19
1121	23151	Ymeri Eduard	4/27/2015	0.07333%	\$912.94
1122	64104	Ynigo Arthur O		0.02637%	\$328.26
1123	4253	Yoo Eun K	5/5/2011	0.17600%	\$2,191.24
1124	19991	Yoo Eun S	5/5/2011	0.15612%	\$1,943.75
1125	79066	Yoo Je Eun	12/17/2015	0.03676%	\$457.70
1126	21711	Yoo John	3/1/2013	0.13008%	\$1,619.55

	A	B	C	D	E
1127	35020	Young Teresa K	3/2/2013	0.12928%	\$1,609.56
1128	36524	Youngblood Scott O	3/28/2013	0.12411%	\$1,545.22
1129	21680	Yu Amy	3/4/2013	0.13551%	\$1,687.14
1130	27132	Yu Da Man	3/7/2013	0.13530%	\$1,684.43
1131	8334	Yu Ida W	5/5/2011	0.15682%	\$1,952.45
1132	29976	Yu Yu Hong	5/3/2014	0.09250%	\$1,151.67
1133	35123	Zambrana Otto M	10/30/2015	0.05216%	\$649.41
1134	35372	Zanelli Shirley Joan	5/5/2011	0.12823%	\$1,596.43
1135	34688	Zaragoza Joselito Jules G	3/17/2013	0.12902%	\$1,606.24
1136	35580	Zarra Anthony R	5/5/2011	0.12721%	\$1,583.73
1137	35532	Zelege Hanna		0.02481%	\$308.88
1138	10975	Zeru Alem Asefa	5/5/2011	0.09676%	\$1,204.66
1139	40076	Zhang Ci C		0.02185%	\$272.06
1140	8156	Zhang Jie N	5/5/2011	0.12924%	\$1,609.01
1141	74570	Zhang Jing	3/4/2013	0.05534%	\$688.96
1142	49566	Zhang Kuan	3/9/2013	0.11907%	\$1,482.43
1143	72619	Zhang Ping	3/4/2013	0.06788%	\$845.15
1144	34403	Zhang Xiao Feng		0.02769%	\$344.73
1145	49111	Zhang Xue Ping	3/7/2013	0.12566%	\$1,564.49
1146	25806	Zhang Yi	5/11/2015	0.07389%	\$919.92
1147	36837	Zhao Yanhong	3/2/2013	0.11859%	\$1,476.50
1148	60751	Zhelyazkov Mirko Y	3/28/2013	0.06142%	\$764.65
1149	49171	Zheng Lei		0.02436%	\$303.24
1150	34829	Zhong Xia	3/2/2013	0.11831%	\$1,472.91
1151	74309	Zhou Denise	3/4/2013	0.05126%	\$638.21
1152	36699	Zhu Xiao H	3/23/2013	0.07839%	\$975.95
1153	67040	Zike Tigist		0.02422%	\$301.52
1154	21848	Zito Dominic L	5/5/2011	0.15170%	\$1,888.65
1155	4892	Zuehlsdorf Julie	3/7/2013	0.08649%	\$1,076.81
1156					
1157			TOTALS	100.00000%	\$1,245,000.00

	A	B	C	D
1	EE No	Last Name, First Name as listed in Wynn records	Percentage Interest in Tang Settlement Fund (Based On Percentage of Tip Pool Received)	Claim Amount to be Paid as Gross Taxable Settlement from the Net Tang Fund of \$2,905,000 for distribution
2	67331	Abea Cindy Jinzu	0.06873%	\$1,996.67
3	34850	Abea Justin R	0.09702%	\$2,818.43
4	13677	Abebe Etagegn T	0.10443%	\$3,033.67
5	7178	Abuan Maria E	0.10288%	\$2,988.65
6	70877	Adabashi Lauren Darcy	0.10275%	\$2,984.75
7	21687	Addo William B	0.10038%	\$2,916.13
8	35351	Adugna Mekonen L	0.11557%	\$3,357.41
9	23166	Aguero-Hernandez Alejar	0.13766%	\$3,999.09
10	65899	Aguirre Sarah Anne	0.11027%	\$3,203.26
11	7747	Albanese Joseph C	0.09347%	\$2,715.26
12	59953	Alee Chris	0.04341%	\$1,261.00
13	35291	Allan Stacy L	0.10933%	\$3,175.91
14	83428	Alvarenga Jennifer Chelse	0.10278%	\$2,985.77
15	21736	Amare Genet B	0.10376%	\$3,014.18
16	9383	Amie Frederick	0.11341%	\$3,294.59
17	9793	An Youn M	0.11748%	\$3,412.68
18	65763	Andrei Maria Teodora	0.10472%	\$3,042.11
19	21703	Angelo Savath Sim	0.11852%	\$3,443.07
20	10978	Angosta Conrado Jr A	0.10564%	\$3,068.93
21	8569	Angus III Arsenio L	0.12018%	\$3,491.27
22	60162	Arboleda Mark Anthony M	0.10877%	\$3,159.73
23	7423	Arceo Corazon	0.10237%	\$2,973.87
24	60523	Arceo Lilyvel Aqui	0.10107%	\$2,936.08
25	34508	Armfield Judith A	0.10409%	\$3,023.96
26	6058	Aromin Bryan D	0.11767%	\$3,418.28
27	29916	Aromin Rosemarie R	0.10407%	\$3,023.31
28	86548	Artates Larry Taberna	0.10104%	\$2,935.12
29	4988	Artiga Fredi	0.05914%	\$1,718.15
30	70892	Asitimang Matinee	0.11626%	\$3,377.34
31	19663	Assad Eman J	0.11695%	\$3,397.37
32	34516	Ataris Benjamin R	0.09999%	\$2,904.76
33	80536	Aurelio Jelyn Ambida	0.09181%	\$2,667.04
34	34321	Ayele Genet A	0.11581%	\$3,364.37
35	34478	Bailey Odell	0.09766%	\$2,836.93
36	35586	Baker-Benitez Laura L	0.10701%	\$3,108.67
37	9347	Ball Julie A	0.10975%	\$3,188.18
38	91467	Ballard-Reisch Alyssa Catl	0.02792%	\$811.17

	A	B	C	D
39	60520	Ballensky Jason	0.02659%	\$772.49
40	74415	Ballew Ki Chon	0.08031%	\$2,332.95
41	4524	Balzer Lawrence W	0.09757%	\$2,834.44
42	9116	Bannourah Hanna M	0.11103%	\$3,225.35
43	73482	Barber James L	0.11417%	\$3,316.64
44	34545	Barros Luisa H	0.11589%	\$3,366.54
45	34439	Barrow Katrina Vilorio	0.04091%	\$1,188.29
46	62175	Bashford Glenn Robert	0.10592%	\$3,076.94
47	34757	Batten Jeffrey W	0.03822%	\$1,110.41
48	72912	Baty-Kruegel Marcie	0.10158%	\$2,950.95
49	5671	Baute Lina L	0.10870%	\$3,157.69
50	36614	Beard Jessica L	0.10330%	\$3,000.86
51	36873	Beckham III James D	0.05588%	\$1,623.20
52	6182	Beese Ronda L	0.09996%	\$2,903.83
53	64598	Beller Garrett Michael	0.03441%	\$999.72
54	9089	Benfanti Leah M	0.09253%	\$2,688.00
55	8611	Benitez Roselle C	0.10559%	\$3,067.25
56	23162	Bentzen Carol	0.10154%	\$2,949.77
57	87431	Berhane Nebiyu	0.10669%	\$3,099.48
58	8341	Bernard Maria M	0.04661%	\$1,354.14
59	36488	Berry Jeffrey William	0.06047%	\$1,756.70
60	7671	Bigsoy Florentino T	0.11151%	\$3,239.30
61	7962	Bise Stephen A	0.09807%	\$2,849.04
62	88265	Bituin Allan David San Lui	0.08983%	\$2,609.46
63	8553	Blair Donna M	0.11439%	\$3,323.04
64	9329	Blakstad Christine E	0.11822%	\$3,434.17
65	8818	Blaney Linda S	0.10375%	\$3,013.95
66	21743	Block Patricia N	0.11124%	\$3,231.42
67	7749	Boone Tynisia L	0.05665%	\$1,645.68
68	36539	Bordinhao Cesar	0.10837%	\$3,148.23
69	6556	Borsick Chong K	0.11435%	\$3,321.83
70	49185	Bosnjak Milos	0.11579%	\$3,363.79
71	35350	Botticello Alan	0.02381%	\$691.75
72	8591	Bouchard Kyusuh	0.11257%	\$3,270.03
73	35298	Bounmasananh Dianna k	0.10909%	\$3,169.18
74	91586	Brajovic Irena	0.02330%	\$676.72
75	72493	Brasi Kenneth R	0.11895%	\$3,455.47
76	29898	Brasi Sandro D	0.13472%	\$3,913.50
77	35480	Brooke Sadiye G	0.11770%	\$3,419.10
78	20672	Brooks Carla D	0.07668%	\$2,227.46
79	7425	Brossart David W	0.07375%	\$2,142.30
80	76147	Brown Aliya	0.10361%	\$3,009.92

	A	B	C	D
81	36940	Brown Estella	0.10683%	\$3,103.35
82	4179	Brown Tracy O	0.03934%	\$1,142.71
83	36491	Brune Cheryl F	0.09846%	\$2,860.22
84	34266	Bruno Vince P	0.13358%	\$3,880.48
85	21768	Burbank Ashley L	0.08644%	\$2,511.20
86	34562	Burton Brian A	0.04853%	\$1,409.94
87	8840	Butler Montana E	0.11738%	\$3,410.01
88	8179	Buzz Scott L	0.09729%	\$2,826.15
89	14244	Byrne Sheila M	0.11806%	\$3,429.58
90	88747	Cabral Elisa	0.07027%	\$2,041.45
91	83157	Calieri Richard Paul	0.11232%	\$3,263.02
92	73523	Calvelli Scott	0.10823%	\$3,144.18
93	8135	Camera Jeffrey C	0.07142%	\$2,074.87
94	35211	Canney Brian J	0.03342%	\$970.87
95	36833	Carabasu Anca A	0.10429%	\$3,029.66
96	7887	Carabasu Tanasica A	0.11836%	\$3,438.44
97	8512	Carbone Richard F	0.11752%	\$3,414.02
98	9408	Carboni Michael J	0.11056%	\$3,211.66
99	60243	Cardos Sebastian Vasile	0.05764%	\$1,674.49
100	76072	Cartwright Melissa Sue	0.11264%	\$3,272.33
101	34410	Casacchia-Anderson Mari	0.04606%	\$1,338.02
102	29911	Casanova Jose Miguel	0.12887%	\$3,743.58
103	9637	Casanova Marilda	0.10557%	\$3,066.91
104	34561	Caudillo Juan M	0.10958%	\$3,183.34
105	7200	Cesarz Joseph J	0.10840%	\$3,149.04
106	67088	Cesarz Mitaphone	0.10147%	\$2,947.74
107	11052	Cespedes Jr Carlos M	0.04208%	\$1,222.29
108	91593	Chan Alan Kwun Long	0.02729%	\$792.84
109	4425	Chan Amy N	0.02082%	\$604.88
110	83071	Chan Andy	0.11660%	\$3,387.09
111	49568	Chang Connie	0.11612%	\$3,373.32
112	85772	Chang Kara Li	0.04359%	\$1,266.26
113	34481	Chanthrathip Pany P	0.08080%	\$2,347.39
114	76133	Chapman Regina Marie	0.11160%	\$3,241.89
115	62067	Chau Freddie Kwok	0.05642%	\$1,639.01
116	35412	Chau Linda	0.09635%	\$2,799.10
117	8211	Chau Minh D	0.11880%	\$3,451.05
118	9702	Chau Qing B	0.12019%	\$3,491.39
119	7744	Chen Airong	0.11791%	\$3,425.43
120	62345	Chen Alice Sarah	0.10039%	\$2,916.20
121	7356	Chen Brenda Y	0.10617%	\$3,084.22
122	66599	Chen Jessica	0.10131%	\$2,942.92

	A	B	C	D
123	34537	Chen Karena M	0.12533%	\$3,640.79
124	90229	Chen Richard Siu Fung	0.04063%	\$1,180.43
125	60156	Chen Xia	0.11979%	\$3,479.94
126	49186	Chen Yanling	0.12237%	\$3,554.81
127	90183	Chen YueWen	0.07104%	\$2,063.70
128	83130	Chen Ziyu	0.09967%	\$2,895.33
129	29984	Cheng Andy	0.11176%	\$3,246.76
130	34673	Cheng Waichi	0.14105%	\$4,097.44
131	59191	Chen-Ge Sophie Lu	0.08870%	\$2,576.79
132	25717	Chenh Jenny	0.12984%	\$3,771.96
133	49167	Cher Malissa	0.05629%	\$1,635.34
134	26387	Cheung Chi T	0.13855%	\$4,024.97
135	8463	Cheung Christopher K	0.10471%	\$3,041.72
136	36897	Cheung King	0.05757%	\$1,672.33
137	8898	Chewjalearn Chinnavut	0.04920%	\$1,429.30
138	63675	Chiang Kai Hong	0.10594%	\$3,077.52
139	36712	Chiang Ping C	0.03882%	\$1,127.58
140	35889	Chin Shawna M	0.10127%	\$2,942.03
141	27172	Cho Sang W	0.12469%	\$3,622.25
142	77164	Choi Chloe	0.09889%	\$2,872.80
143	8904	Choi Chong M	0.10817%	\$3,142.20
144	4568	Chong Jin Ah	0.05400%	\$1,568.72
145	36881	Chow Cheong B	0.11791%	\$3,425.37
146	35185	Chow Lisa K	0.13954%	\$4,053.62
147	21728	Christian Dona A	0.13643%	\$3,963.20
148	66872	Chuencharoenwong Sum	0.10311%	\$2,995.35
149	35504	Chun Jeanie R	0.11654%	\$3,385.49
150	9761	Chung Cheryl V	0.10777%	\$3,130.85
151	67244	Chung Li	0.11248%	\$3,267.66
152	62466	Chung Phu Thanh	0.11391%	\$3,308.95
153	35210	Ciliberti Christina T	0.04288%	\$1,245.61
154	8848	Cincotto Matthew	0.11214%	\$3,257.68
155	34839	Cipriani Scott	0.12090%	\$3,512.10
156	36092	Cliett Derrick J	0.08983%	\$2,609.63
157	35511	Collingbourne Susan	0.11365%	\$3,301.65
158	9951	Collins Wendy Teruya	0.11133%	\$3,234.26
159	5897	Colovic Luka	0.11353%	\$3,298.15
160	6166	Comastro Joseph F	0.00932%	\$270.65
161	36880	Conchiglia Michael S	0.10297%	\$2,991.38
162	8825	Connelly Marla L	0.10550%	\$3,064.66
163	4798	Conner William D	0.10592%	\$3,077.01
164	89028	Contreras De Aguirre Ivor	0.09871%	\$2,867.48

	A	B	C	D
165	8277	Cooper Connie L	0.09262%	\$2,690.51
166	5961	Corbin Elizabeth A	0.11498%	\$3,340.04
167	8524	Corona Mercy C	0.11624%	\$3,376.88
168	72620	Costales Wilma	0.09911%	\$2,879.08
169	73623	Cross Laura Patricia	0.09031%	\$2,623.39
170	9658	Cruz Charito L	0.11768%	\$3,418.73
171	35352	Cruz Teresita J	0.10898%	\$3,165.78
172	74989	Cui Renyong	0.11241%	\$3,265.53
173	91615	Cullers Greg Martin	0.02822%	\$819.67
174	62248	Cullers Hailing Xue	0.07413%	\$2,153.60
175	62346	Dadaloglu Nurden	0.10710%	\$3,111.26
176	71227	Dai Vivian	0.07897%	\$2,294.14
177	29450	D'Amore Joseph A	0.13468%	\$3,912.59
178	10130	Dandrea Bryan A	0.11570%	\$3,361.02
179	21729	Dang Chuong V	0.12629%	\$3,668.85
180	34459	Dangelo Phil A	0.11238%	\$3,264.62
181	60137	D'angelo Richard Anthony	0.09354%	\$2,717.48
182	34350	Dao Meimy	0.03834%	\$1,113.63
183	9611	Dao Scott	0.09177%	\$2,665.88
184	35460	Davies Justin E	0.05047%	\$1,466.01
185	10217	Davila Ana R	0.11342%	\$3,294.95
186	35295	Davis Suki	0.11771%	\$3,419.54
187	6210	Davis Thomas L	0.02502%	\$726.89
188	63007	Dawson Lexi Marie	0.07668%	\$2,227.62
189	34686	Defillippo Joan D	0.11241%	\$3,265.42
190	8603	Del Prado Javier	0.11885%	\$3,452.74
191	35900	Delphin Sandra A	0.09709%	\$2,820.34
192	34506	Deng Vivian J	0.11532%	\$3,350.15
193	35315	Deshleria Roberta L	0.09427%	\$2,738.51
194	79223	Devine Patricia L	0.08882%	\$2,580.18
195	14186	Devitte Heather K	0.05263%	\$1,528.78
196	62439	Dezii Melodey	0.10504%	\$3,051.45
197	3679	Dheressa Lomi K	0.12469%	\$3,622.23
198	74764	Diec Nancy Tuyet	0.11654%	\$3,385.60
199	34420	Dieu Victor	0.12727%	\$3,697.31
200	8092	Digiorgio Michael J	0.10873%	\$3,158.53
201	5434	DiLisio Tanya M	0.05378%	\$1,562.22
202	34488	Diloreanu Daniel I	0.08097%	\$2,352.12
203	59611	Dimic Ana	0.11563%	\$3,359.03
204	62158	Dingeanu Carmen Elena	0.11067%	\$3,214.86
205	23510	Dizon Jr Zoilo V	0.13511%	\$3,924.84
206	29800	Dizon Rosalie V	0.13745%	\$3,993.00

	A	B	C	D
207	75594	Doan Phuong Hoa	0.00621%	\$180.29
208	29914	Dobson Kim D	0.09438%	\$2,741.69
209	73037	Dong Ze	0.05472%	\$1,589.75
210	34825	Donner Kay	0.11836%	\$3,438.23
211	30863	Doxie Jr Larry D	0.07858%	\$2,282.81
212	21735	Draggon Leighton B	0.12676%	\$3,682.51
213	76044	Draper Joana Marie	0.09431%	\$2,739.60
214	76298	Dryjanski Devona Kaitlin	0.08925%	\$2,592.72
215	49074	Du Lina	0.05294%	\$1,538.00
216	90595	Duarte Katheryn May	0.04299%	\$1,248.96
217	70198	Duenas Candida	0.09349%	\$2,716.02
218	27175	Dunne John J	0.04497%	\$1,306.28
219	85765	Duong Isabel	0.09178%	\$2,666.26
220	29902	Duong Ngoc-xuan Thi	0.13941%	\$4,049.85
221	9413	Duong Vivian	0.11608%	\$3,372.05
222	34412	Durando Dennis C	0.13418%	\$3,897.86
223	34411	Durando Marie A	0.11085%	\$3,220.09
224	9342	Dyer Jason C	0.10511%	\$3,053.59
225	34286	Dzama Christina M	0.11800%	\$3,427.93
226	8629	Ealy Jr Thomas H	0.09106%	\$2,645.36
227	64345	Egan Lauren Marion	0.05062%	\$1,470.44
228	7688	Eitelberg Ray M	0.09836%	\$2,857.35
229	19667	Elliott Earnest E	0.08656%	\$2,514.43
230	34613	Elmagrabi Peter	0.04167%	\$1,210.41
231	9362	Elston Brian L	0.11801%	\$3,428.22
232	34400	Encabo Robert A	0.12007%	\$3,488.02
233	21800	Enriques Lei S	0.13628%	\$3,959.01
234	19855	Eslinger Jeffrey J	0.11345%	\$3,295.67
235	21692	Esparza Nieves R	0.13168%	\$3,825.27
236	9677	Espiritu Evangeline B	0.11411%	\$3,314.88
237	36838	Espiritu Jr Lutgardo R	0.11560%	\$3,358.27
238	36382	Espiritu Mark R A	0.09700%	\$2,817.96
239	83233	Espiritu Melchor R	0.08638%	\$2,509.46
240	34614	Esposito John M	0.06111%	\$1,775.12
241	9477	Eubanks Dawn K	0.10216%	\$2,967.84
242	21739	Evans Jake R	0.13371%	\$3,884.20
243	6192	Fadel Claudia	0.09317%	\$2,706.73
244	8842	Falchi Roberto A	0.10184%	\$2,958.35
245	21719	Fatooh Su-kyoung	0.12960%	\$3,764.76
246	85524	Fernandez Jaime	0.10859%	\$3,154.68
247	36359	Fernandez John D	0.11646%	\$3,383.03
248	36797	Ferrara Dan	0.14434%	\$4,193.17

	A	B	C	D
249	90203	Ferrari Alexander Alvaro	0.06887%	\$2,000.56
250	66909	Filipovic Nada	0.11285%	\$3,278.39
251	6205	Fite Bulcha	0.11538%	\$3,351.65
252	4990	Flanagan Adriana	0.08421%	\$2,446.21
253	6064	Fontana Sebastiana	0.08727%	\$2,535.27
254	5191	Ford Gregory R	0.11649%	\$3,384.03
255	19367	Fosburg Gary L	0.09910%	\$2,878.99
256	9971	Fox Amber M	0.02122%	\$616.33
257	21731	Francis Chad D	0.07765%	\$2,255.70
258	71285	Frazier Taem Katelin	0.11271%	\$3,274.13
259	7122	Frey Michael T	0.10095%	\$2,932.63
260	7175	Frey Mimi N	0.11591%	\$3,367.10
261	62407	Friedman Daniel Nathan	0.09376%	\$2,723.63
262	8831	Fujino Kent S	0.11641%	\$3,381.85
263	90333	Fuller Breckell Lynn	0.06255%	\$1,817.19
264	49563	Fuller Colleen	0.11517%	\$3,345.68
265	10448	Fuller Terri L	0.11153%	\$3,239.99
266	4682	Funk Dezari J	0.04449%	\$1,292.48
267	64741	Gadberry Christopher Da	0.11482%	\$3,335.55
268	8562	Gahagan Barron	0.10150%	\$2,948.69
269	35282	Gaines Roger N	0.08469%	\$2,460.19
270	9088	Gallo Elizabeth	0.04188%	\$1,216.60
271	6207	Gan Xiumei	0.11699%	\$3,398.51
272	19851	Gannon Janice	0.06301%	\$1,830.42
273	71269	Gao Shan	0.11952%	\$3,471.96
274	23311	Garber Brian	0.14001%	\$4,067.27
275	11673	Garces Liwliwa R	0.13125%	\$3,812.82
276	6980	Garcia David	0.11296%	\$3,281.40
277	6728	Garcia Lourdes L	0.10848%	\$3,151.26
278	63650	Garcia Racelle	0.10571%	\$3,070.94
279	9269	Garcia Wiston	0.10541%	\$3,062.28
280	62868	Garcia Yelina	0.07753%	\$2,252.23
281	62472	Ge Xin	0.10126%	\$2,941.73
282	92526	Gebra Frehiwot Tesfaye	0.00641%	\$186.28
283	8930	Geiger Chris F	0.12050%	\$3,500.44
284	9462	Gentry Richard D	0.09252%	\$2,687.73
285	29912	George Alejandro	0.13146%	\$3,818.85
286	86464	George Esther	0.11419%	\$3,317.25
287	21684	George Julia	0.12851%	\$3,733.09
288	27329	Georgette Bobbie	0.12005%	\$3,487.40
289	21690	Georgiev Katina T	0.13566%	\$3,940.95
290	59612	Getsova Dragoslava Ange	0.12644%	\$3,673.13

	A	B	C	D
291	85527	Ghebremicael Lia Andem	0.10491%	\$3,047.70
292	9341	Giang Yoon Hee	0.12047%	\$3,499.69
293	40443	Giannetti Patricia Marie	0.09933%	\$2,885.53
294	53076	Gidey Nigist	0.11411%	\$3,315.03
295	36390	Gilley Michael W	0.12133%	\$3,524.68
296	35402	Gipson Mikki Michelle	0.09053%	\$2,629.79
297	14207	Gitisetan Kourosh	0.11952%	\$3,471.98
298	6988	Gleason Michael D	0.09605%	\$2,790.33
299	49170	Gleich Karen Jean	0.10747%	\$3,121.88
300	35302	Golden Haeyon	0.10775%	\$3,130.18
301	88251	Golub Velibor	0.05087%	\$1,477.86
302	35038	Gomez Dorotea C	0.11252%	\$3,268.84
303	35408	Gomez Oscar M	0.06842%	\$1,987.46
304	34402	Gong Amy H	0.14767%	\$4,289.77
305	9998	Goodelman Jay I	0.10446%	\$3,034.59
306	7741	Graves Orly L	0.00308%	\$89.56
307	7230	Green Diane Evonne	0.11142%	\$3,236.63
308	72757	Green Jerry O	0.02080%	\$604.28
309	21712	Guan Leilani	0.13283%	\$3,858.70
310	23525	Guan Shu Y	0.13336%	\$3,874.16
311	7900	Guest Jesse L	0.01475%	\$428.48
312	29903	Guevara Kim	0.09368%	\$2,721.39
313	35405	Guiiao Ronald L	0.04769%	\$1,385.48
314	72101	Guidara April	0.10558%	\$3,067.13
315	49075	Guillory Dwayne	0.11319%	\$3,288.08
316	35099	Guillory Kathleen C	0.03965%	\$1,151.72
317	73630	Gumenyuk Yaroslav	0.12008%	\$3,488.25
318	25677	Guzelkucuk Sema	0.09137%	\$2,654.38
319	25693	Guzman Rodolfo	0.03266%	\$948.85
320	35182	Ha Jonathan	0.13575%	\$3,943.60
321	29983	Hackney Kenneth S	0.11624%	\$3,376.72
322	7277	Hadeed Youssef	0.10079%	\$2,928.06
323	70905	Hall Shilah Christy	0.11396%	\$3,310.54
324	35341	Hamblin Catherine S	0.10068%	\$2,924.75
325	34419	Hamel Sr Jeffrey M	0.00645%	\$187.47
326	76627	Han Xiao	0.08877%	\$2,578.67
327	8802	Hanley David V	0.11974%	\$3,478.38
328	23941	Haro George L	0.13545%	\$3,934.78
329	22960	Harper Charles M	0.12622%	\$3,666.67
330	7349	Hart Jr Richard N	0.11143%	\$3,237.07
331	62348	Hartman Hilda Monica	0.10185%	\$2,958.73
332	64742	He Jason Junsong	0.06461%	\$1,876.87

	A	B	C	D
333	64658	He Qinli	0.07574%	\$2,200.13
334	24913	Hebte Helen	0.11746%	\$3,412.16
335	9017	Hefner Gloria C	0.10047%	\$2,918.71
336	36534	Hendrix Suzy Y	0.00916%	\$265.98
337	29945	Heon Chong S	0.12665%	\$3,679.08
338	76108	Heredia Villanueva Claudia	0.11235%	\$3,263.63
339	4661	Herman Courtney E	0.09895%	\$2,874.49
340	36681	Hill John P	0.04294%	\$1,247.48
341	8851	Hill Lili A	0.04391%	\$1,275.71
342	8483	Hillers William A	0.08348%	\$2,425.18
343	85764	Hills Gil	0.11017%	\$3,200.36
344	4252	Hinh Garry	0.07800%	\$2,265.77
345	34571	Hinojosa Snjezana	0.10733%	\$3,117.89
346	7721	Ho Charly X	0.11448%	\$3,325.51
347	8959	Ho Nancy	0.06172%	\$1,793.07
348	83301	Hoang Johnny	0.04437%	\$1,288.94
349	35186	Hoffman Jeff C	0.13273%	\$3,855.76
350	62406	Holden Jamie Elizabeth	0.08393%	\$2,438.05
351	64602	Holland Ma Andrea Sangre	0.11604%	\$3,370.97
352	9527	Hollowell Britt L	0.10074%	\$2,926.52
353	9251	Holton Sandra P	0.09434%	\$2,740.52
354	30182	Horita Myong C	0.13673%	\$3,972.09
355	7368	Horwitz Michael Isadore	0.09099%	\$2,643.17
356	61915	Hotaki Aziza Malal	0.11693%	\$3,396.86
357	36352	Hou Danny C	0.03570%	\$1,036.99
358	82946	Hou Siying	0.11621%	\$3,375.84
359	92484	Hou Yijun	0.01346%	\$390.90
360	67254	Hou Yuzhi	0.11514%	\$3,344.96
361	84944	Hristova Temenuga Zhivk	0.09193%	\$2,670.57
362	76293	Hsia Emily	0.07855%	\$2,281.77
363	92366	Hsieh Yating	0.00688%	\$199.96
364	9618	Hsu Jim C	0.12067%	\$3,505.36
365	23682	Hsu Joyce	0.13161%	\$3,823.38
366	36949	Huang Cindy O	0.11747%	\$3,412.42
367	49122	Huang Jinman	0.11648%	\$3,383.80
368	90150	Huang Joyce Peiqin	0.06115%	\$1,776.54
369	14272	Huang Leanne Y	0.11331%	\$3,291.52
370	49125	Huang Ling Wei	0.11541%	\$3,352.62
371	29987	Huang Nancy	0.12565%	\$3,650.07
372	21767	Huang Yen M	0.11933%	\$3,466.62
373	34285	Huang Zhihua E	0.13047%	\$3,790.10
374	4645	Hubert Cameron B	0.10750%	\$3,123.01

	A	B	C	D
375	74987	Hughes Kena Tadesse	0.08819%	\$2,562.03
376	6253	Hui Lohelani Kahookele	0.10778%	\$3,130.91
377	8096	Humble Barbara J	0.11304%	\$3,283.73
378	84926	Hunt Matthew Scott	0.11024%	\$3,202.47
379	6154	Hupp Nicky R	0.10715%	\$3,112.74
380	7145	Hutchings Jill S	0.00790%	\$229.58
381	8864	Huynh John	0.11099%	\$3,224.25
382	30008	Huynh Nhung Thi	0.12216%	\$3,548.68
383	49567	Huynh Thao	0.11521%	\$3,346.97
384	8064	Hwang Shun Ling	0.04969%	\$1,443.35
385	92336	Hyun Hyesim	0.01815%	\$527.15
386	73603	Ikeda Cindy Tao	0.11343%	\$3,295.28
387	35410	Insixiengmai Viphakone	0.08257%	\$2,398.68
388	4901	Iorgulescu Adrian	0.11250%	\$3,268.02
389	9361	Iorgulescu Mihaela C	0.04426%	\$1,285.84
390	21727	Irvin Valarie A	0.13006%	\$3,778.10
391	10213	Jackson Joanne T	0.11871%	\$3,448.38
392	53808	Jackson Jr Herbert	0.04027%	\$1,169.76
393	11166	Jaeger Jeffrey A	0.09986%	\$2,900.97
394	9961	Jatico Roy L	0.11912%	\$3,460.45
395	40078	Jiang Jessica Q	0.11611%	\$3,373.09
396	71179	Jiang Jinhua	0.11273%	\$3,274.68
397	10266	Jiao Rao	0.09868%	\$2,866.75
398	34492	Jimenez Jr Oscar M	0.05761%	\$1,673.55
399	69822	Jimenez Wally	0.08662%	\$2,516.30
400	63665	Jing Meijia	0.08595%	\$2,496.97
401	4749	Johnson Kyong S	0.12008%	\$3,488.38
402	8176	Johonnot Thomas S	0.12056%	\$3,502.17
403	23156	Jokic Milica	0.11084%	\$3,219.91
404	35285	Jones Elvis L	0.07948%	\$2,308.88
405	21741	Jones Mai Anh	0.00654%	\$190.09
406	27137	Jones Marlon Y	0.11474%	\$3,333.18
407	60188	Jones Stephen Michael	0.11574%	\$3,362.16
408	60347	Jung Sun Yeun	0.10537%	\$3,060.98
409	8297	Kaphengst Judy Haruko	0.09939%	\$2,887.40
410	4454	Kastroll Kanie G	0.11821%	\$3,433.91
411	4756	Katzenberger Daniel P	0.11028%	\$3,203.63
412	66625	Keck Tasha Lynn	0.10573%	\$3,071.39
413	64593	Keldysheva Olga	0.12006%	\$3,487.73
414	5017	Kelley Babeth Marie	0.07661%	\$2,225.45
415	10456	Kelley John K	0.10030%	\$2,913.70
416	34369	Kellogg Joseph A	0.13747%	\$3,993.52

	A	B	C	D
417	9648	Kelly Saakanoush	0.10526%	\$3,057.81
418	82948	Kenina Anna A	0.08595%	\$2,496.91
419	50984	Keomany Bouthda	0.11790%	\$3,425.09
420	6726	Kerbs Hope J	0.09886%	\$2,871.84
421	34671	Ketema Redate	0.09180%	\$2,666.79
422	29691	Ketterer Meng Yan	0.06785%	\$1,971.14
423	62870	Khemsar Samshrita	0.10863%	\$3,155.79
424	71531	Kidane Michael Woldeha	0.10155%	\$2,950.08
425	83073	Kieffer Amber A	0.07104%	\$2,063.57
426	14311	Killebrew Martha G	0.11565%	\$3,359.63
427	36711	Kim Alex Y	0.10981%	\$3,189.86
428	34534	Kim Eun K	0.10813%	\$3,141.14
429	9420	Kim Jin Y	0.11127%	\$3,232.33
430	5556	Kim Kayla	0.10255%	\$2,979.14
431	9119	Kim Kiong	0.11852%	\$3,442.92
432	4539	Kim Toan D	0.10680%	\$3,102.52
433	61171	Kim Tony Dong Hyun	0.07749%	\$2,251.10
434	27171	Kim Woo Chin	0.11305%	\$3,284.23
435	8347	Kim Yonghui J	0.11267%	\$3,272.92
436	25696	King Pheleance	0.11379%	\$3,305.60
437	6155	Kissman Michael P	0.11835%	\$3,438.08
438	36905	Kittipongdaja Supeechea	0.10317%	\$2,997.14
439	36532	Kline Emily V	0.00176%	\$51.23
440	8650	Kloos Christy A	0.09371%	\$2,722.39
441	5950	Knepper Brian M	0.11358%	\$3,299.57
442	35416	Ko Ki S	0.11949%	\$3,471.33
443	79773	Kongmun Prangthip	0.11450%	\$3,326.23
444	5087	Koronik Saudia M	0.11463%	\$3,330.13
445	35296	Kounovsky Billy J	0.00889%	\$258.36
446	89483	Kovacevic Milos	0.08929%	\$2,594.02
447	89591	Koviak Ann Lynn	0.04874%	\$1,415.86
448	78125	Kozup Jessica L	0.01903%	\$552.96
449	4413	Kreml Jeannine N	0.09714%	\$2,822.03
450	34494	Kruegel Jason J	0.04269%	\$1,240.24
451	60300	Kubota Wade Masami	0.09305%	\$2,703.12
452	86557	Kumar Chandrabhanu	0.03406%	\$989.33
453	35401	Kung Alvin S	0.13981%	\$4,061.50
454	9112	Kwon Esther K	0.11968%	\$3,476.65
455	86458	Kwon Kong Moon	0.10617%	\$3,084.21
456	49123	Lam Cheng Man	0.11474%	\$3,333.31
457	34295	Lam Dung	0.13353%	\$3,879.02
458	25845	Lam Duy P	0.13965%	\$4,056.82

	A	B	C	D
459	16615	Lam Raymond Y	0.03123%	\$907.31
460	21723	Lam Sandy C	0.13726%	\$3,987.38
461	49296	Lambert Tina Helena	0.04223%	\$1,226.79
462	8522	Lambert Tina I	0.10985%	\$3,191.04
463	9774	Lambris John	0.11889%	\$3,453.74
464	36673	Laporta Joseph F	0.10942%	\$3,178.56
465	61565	Larrieu Alain Jacques	0.11565%	\$3,359.61
466	5369	Larson Ronda L	0.09719%	\$2,823.33
467	74338	Lau Julie	0.08943%	\$2,597.93
468	25692	Lau Loretta L	0.11784%	\$3,423.28
469	59613	Lauret Isbert Armando	0.10690%	\$3,105.57
470	70693	Lavigne John David	0.04102%	\$1,191.60
471	6177	Lay Elly S	0.10846%	\$3,150.62
472	49101	Le Hai C	0.13058%	\$3,793.32
473	36701	Le Hanh Chi T	0.11448%	\$3,325.67
474	35219	Le Nho X	0.11768%	\$3,418.70
475	36964	Le Nhu Q	0.11352%	\$3,297.86
476	83838	Le Nhung Thi	0.11021%	\$3,201.52
477	36960	Le Tan B	0.11236%	\$3,264.07
478	49131	Leavitt Kathryn B	0.12389%	\$3,599.06
479	35810	LeBeau Wayne R	0.12035%	\$3,496.10
480	36692	Leddy Donna A	0.14784%	\$4,294.67
481	8161	Lee Anita	0.10477%	\$3,043.68
482	7734	Lee Bokyu	0.11358%	\$3,299.62
483	71570	Lee Da Mi	0.10505%	\$3,051.62
484	8622	Lee Hei S	0.11102%	\$3,225.15
485	22953	Lee Hsiu T	0.12232%	\$3,553.51
486	36977	Lee Hyunsok	0.12154%	\$3,530.67
487	9406	Lee Jacky	0.10594%	\$3,077.54
488	15488	Lee Jade H	0.11482%	\$3,335.58
489	34503	Lee Jenny	0.13949%	\$4,052.21
490	34293	Lee Kelly S	0.03747%	\$1,088.39
491	8565	Lee Kenny	0.10909%	\$3,169.04
492	9367	Lee Sang Y	0.11675%	\$3,391.69
493	35520	Lee Sei J	0.11355%	\$3,298.69
494	21738	Lee Tai Kyung	0.11796%	\$3,426.77
495	8257	Lee Terri	0.10038%	\$2,916.13
496	36768	Lee Ting	0.11478%	\$3,334.45
497	8878	Lee Winston	0.11681%	\$3,393.34
498	25707	Lei Leila	0.11939%	\$3,468.39
499	34427	Lei Yuanyu S	0.12689%	\$3,686.09
500	75510	Leong Taylor K	0.08899%	\$2,585.12

	A	B	C	D
501	34623	Leung Franklin C	0.12609%	\$3,662.95
502	35196	Leung Joyce Y	0.09543%	\$2,772.17
503	27145	Leung Pei G	0.13612%	\$3,954.30
504	8178	Li Dan	0.11792%	\$3,425.62
505	71666	Li De Jian	0.12145%	\$3,528.21
506	49076	Li Jiemin	0.10741%	\$3,120.36
507	23524	Li Jinyuan	0.13648%	\$3,964.61
508	92524	Li Lin	0.01411%	\$409.76
509	62517	Li Ying Hua	0.07455%	\$2,165.80
510	62176	Li Ying Wa	0.10909%	\$3,169.01
511	50873	Liang Eileen Zheng	0.08647%	\$2,512.09
512	6990	Liang Jia Zhu	0.10504%	\$3,051.29
513	90461	Liang Lan Fang	0.00790%	\$229.47
514	70891	Liang Yun	0.11298%	\$3,282.08
515	39058	Liang Yung	0.05995%	\$1,741.60
516	71387	Lieu Phuong	0.11521%	\$3,346.93
517	21691	Lightford Cheryl S	0.12738%	\$3,700.39
518	8167	Lim Karen	0.12049%	\$3,500.28
519	25678	Lim Roger	0.06475%	\$1,881.03
520	83131	Lin Qiaoyan	0.11946%	\$3,470.34
521	88633	Lin Xing	0.07388%	\$2,146.10
522	49169	Lingbloom Duangporn	0.10927%	\$3,174.17
523	74608	Liosi Catherine Marie	0.11706%	\$3,400.69
524	85881	Lisojo Lisboa Benjamin	0.07287%	\$2,116.81
525	49176	List John J	0.02822%	\$819.91
526	8509	Liu Chunxia	0.10095%	\$2,932.51
527	27173	Liu Michelle Yan	0.10478%	\$3,043.93
528	29852	Liu Suifen	0.12375%	\$3,595.08
529	7261	Liu Yan J	0.11579%	\$3,363.71
530	29950	Lo Wei Hong	0.13562%	\$3,939.75
531	11010	Lody Jr Charles E	0.09502%	\$2,760.38
532	36806	Long May	0.11031%	\$3,204.49
533	8502	Louie Jocelyn S	0.11811%	\$3,431.02
534	10114	Lovrince Jeannine R	0.11503%	\$3,341.69
535	8568	Lowrey Mary E	0.10511%	\$3,053.36
536	69309	Lu Ping	0.10121%	\$2,940.03
537	9949	Lubarsky Jen Fen	0.12035%	\$3,496.19
538	34899	Lubrano Gina C	0.11204%	\$3,254.83
539	23684	Ludwick Steve E	0.13569%	\$3,941.76
540	27134	Luk Yang	0.12419%	\$3,607.58
541	7359	Luna Sheileen M	0.07604%	\$2,209.09
542	8927	Luna William F	0.01439%	\$417.93

	A	B	C	D
543	49181	Luo Xing Ping	0.11125%	\$3,231.93
544	21696	Luo Zhi Hong	0.11939%	\$3,468.21
545	35581	Luong Hinh	0.12648%	\$3,674.26
546	78014	Luong Kelley	0.11117%	\$3,229.48
547	8872	Luu Phuong L	0.11000%	\$3,195.47
548	74310	Ly Ann Chan	0.10297%	\$2,991.36
549	35299	Macaspac Norma G	0.12516%	\$3,635.88
550	49152	Mach Michele	0.11907%	\$3,458.89
551	6583	Maestas Freddy M	0.11582%	\$3,364.70
552	60937	Mai-Ren Diana Shao	0.00831%	\$241.40
553	23499	Maniscalco Joseph A	0.11932%	\$3,466.30
554	9275	Manning Billy J	0.11186%	\$3,249.65
555	8234	Manzi Chris A	0.07659%	\$2,225.05
556	66912	Maralit William DeChavez	0.09236%	\$2,683.12
557	77304	Marrero Mangual Camille	0.10130%	\$2,942.82
558	4235	Martin David L	0.09239%	\$2,683.98
559	10138	Martin Delia D	0.11731%	\$3,407.91
560	36493	Martin Timothy L	0.09551%	\$2,774.43
561	6623	Martinez Maria Veronica	0.05083%	\$1,476.68
562	80577	Martinez Melissa	0.09553%	\$2,775.02
563	35307	Mason Joseph R	0.11312%	\$3,286.21
564	8138	Mason Mary K	0.09193%	\$2,670.42
565	16613	Matteucci Thomas A	0.08914%	\$2,589.61
566	71317	Matthews Andre Luis	0.08825%	\$2,563.80
567	76034	Mattio Carrie Ann	0.10623%	\$3,086.04
568	9962	Mauro Claudio	0.11160%	\$3,242.08
569	21629	Mawanay Steve A	0.12522%	\$3,637.70
570	21693	McAnallen Uyen K	0.12427%	\$3,610.15
571	8180	McCall Kenneth E	0.09965%	\$2,894.82
572	21773	McCall Zinash A	0.07545%	\$2,191.81
573	10129	Mccracken Darrell D	0.10963%	\$3,184.79
574	49174	McDowell Janice	0.09194%	\$2,670.79
575	5815	Mcewan Laura	0.10700%	\$3,108.21
576	10267	Mckenzie Tramel G	0.10716%	\$3,113.02
577	10218	Meacham Marcus R	0.11832%	\$3,437.30
578	66583	Measho Biniam Teame	0.09911%	\$2,879.04
579	85933	Medina Geraldine Ivonne	0.09508%	\$2,762.10
580	61959	Medina Toni Rattana	0.09838%	\$2,857.92
581	23497	Meeke Pamela A	0.12251%	\$3,558.97
582	10187	Melchionne Marianne M	0.11520%	\$3,346.59
583	61958	Melgar Anndy A	0.10308%	\$2,994.36
584	67501	Mendez Franklin	0.10790%	\$3,134.61

	A	B	C	D
585	85526	Meng Fanli	0.11625%	\$3,376.96
586	88880	Meoli Michael Anthony	0.10520%	\$3,056.10
587	71050	Mergen Gozdem	0.10052%	\$2,920.05
588	7665	Messol William	0.11608%	\$3,372.07
589	34867	Miguel Harry Joe R	0.07552%	\$2,193.85
590	36810	Mihai Mihaela	0.12357%	\$3,589.84
591	5023	Miller Jeffrey M	0.11739%	\$3,410.13
592	88743	Miller Kyle Alexander	0.06343%	\$1,842.61
593	36709	Mirabelli Donna L	0.05039%	\$1,463.89
594	49165	Mirica Mary	0.03334%	\$968.43
595	64326	Misca Andreas	0.11387%	\$3,308.01
596	88313	Montazeri Elham	0.10586%	\$3,075.24
597	8549	Montenegro Irma	0.08908%	\$2,587.85
598	49688	Moore Dennis	0.03998%	\$1,161.45
599	8172	Moore Derek F	0.10752%	\$3,123.55
600	4584	Moore Holly L	0.10479%	\$3,044.07
601	29952	Morales Perez Osmany	0.11182%	\$3,248.48
602	34699	Morgan David E	0.10144%	\$2,946.97
603	34596	Morishita Cassandra K	0.03747%	\$1,088.42
604	77350	Morris Evie Joe	0.12008%	\$3,488.25
605	13047	Morrison John	0.03969%	\$1,153.11
606	7711	Moss Michael R	0.11277%	\$3,275.99
607	24889	Moss Myung J	0.13905%	\$4,039.38
608	34547	Munoz Gerry M	0.10499%	\$3,049.97
609	19990	Munoz Verna D	0.10165%	\$2,953.00
610	11101	Murphy Karen Anne	0.02880%	\$836.75
611	5662	Murray Shaffner Kelly An	0.10248%	\$2,977.03
612	9600	Mussa Maria L	0.11589%	\$3,366.48
613	7871	Myers David C	0.11479%	\$3,334.72
614	26366	Myrick David B	0.12875%	\$3,740.31
615	39080	Nabit Donald Allen	0.07020%	\$2,039.32
616	86555	Nabua Milanie Bueno	0.08968%	\$2,605.27
617	6689	Nanao Vivian	0.12003%	\$3,486.82
618	21694	Nance Sylvester L	0.02892%	\$840.20
619	21717	Napoli Alphonso C	0.13313%	\$3,867.41
620	34287	Nasseri Ferozan	0.12508%	\$3,633.57
621	9936	Nazareno Gina T	0.08205%	\$2,383.55
622	34495	Nebab Eva Mina	0.09475%	\$2,752.40
623	4493	Negash Mestawet T	0.08347%	\$2,424.74
624	62250	Nehls Jeannette Wan	0.03508%	\$1,019.06
625	25740	Neighbors Brian R	0.06488%	\$1,884.63
626	35561	Nelson Maria Luisa B	0.11210%	\$3,256.41

	A	B	C	D
627	34328	Newton Andrew P	0.09114%	\$2,647.75
628	5428	Ng Rebecca Y	0.09762%	\$2,835.86
629	49355	Ngo Chung	0.11895%	\$3,455.46
630	25688	Ngo Mong Trinh	0.12933%	\$3,757.16
631	36823	Nguyen Benson T	0.11777%	\$3,421.18
632	34538	Nguyen Cindy G	0.11076%	\$3,217.71
633	8546	Nguyen Helen	0.09272%	\$2,693.38
634	5840	Nguyen Henri	0.09070%	\$2,634.72
635	23808	Nguyen Hung N	0.11855%	\$3,443.98
636	29925	Nguyen Ken	0.13961%	\$4,055.57
637	8868	Nguyen Khiem T	0.11476%	\$3,333.66
638	34841	Nguyen Myhanh T	0.02924%	\$849.51
639	63664	Nguyen Peter Tran	0.05096%	\$1,480.50
640	50753	Nguyen Phuong	0.09085%	\$2,639.21
641	4416	Nguyen Shu	0.10899%	\$3,166.21
642	49078	Nguyen Son	0.11506%	\$3,342.45
643	49564	Nguyen Steve H	0.09367%	\$2,721.21
644	49130	Nguyen Thuhang	0.11474%	\$3,333.24
645	60301	Nguyen Trung Duc	0.09125%	\$2,650.67
646	70489	Nguyen Tuan Ngoc	0.11890%	\$3,453.91
647	5096	Nguyen Xuanthu T	0.11716%	\$3,403.59
648	75497	Nia Naz	0.12649%	\$3,674.44
649	8653	Nilat Chanida	0.10918%	\$3,171.76
650	9337	Norman Christopher S	0.10552%	\$3,065.27
651	27686	Norman Cindy G	0.12396%	\$3,601.11
652	26350	Nuas Adam D	0.13254%	\$3,850.35
653	15475	Oak Julissa	0.11800%	\$3,427.84
654	89800	Ochoa Couso Yanelys	0.07376%	\$2,142.87
655	6554	Odo Randy Y	0.11483%	\$3,335.91
656	67402	O'Donovan Lynn Christine	0.11417%	\$3,316.63
657	8951	Oguma Ho Yong	0.07418%	\$2,154.84
658	27133	Okbazion Yonatan G	0.12251%	\$3,558.92
659	9676	Olaivar Noemi B	0.11350%	\$3,297.16
660	21721	Olivas Rodolfo E	0.13424%	\$3,899.53
661	36721	Olmo Jane E	0.11601%	\$3,370.23
662	8545	Olson Corey J	0.11422%	\$3,318.08
663	36809	Overcast Jr Lewis D	0.06069%	\$1,763.03
664	62007	Owens Matthew Morris	0.12113%	\$3,518.83
665	50770	Pacpaco Kevin	0.04299%	\$1,248.95
666	34434	Padilla Maria V	0.11427%	\$3,319.47
667	35111	Padir Sertac	0.04614%	\$1,340.41
668	23160	Padron Sandro	0.13520%	\$3,927.57

	A	B	C	D
669	80576	Paiz Olivia Patrice	0.10368%	\$3,012.03
670	34366	Palmaira Ric S	0.14562%	\$4,230.25
671	9733	Palmer Bobby W	0.04535%	\$1,317.34
672	35312	Palmer Ebru A	0.10963%	\$3,184.74
673	66744	Pan Hong da	0.11762%	\$3,416.85
674	87085	Pan MinChang	0.10096%	\$2,932.82
675	8166	Parente William Orlando	0.05463%	\$1,586.99
676	71576	Park Yoojung	0.09563%	\$2,777.96
677	9281	Pascual Siden H	0.11175%	\$3,246.41
678	64653	Pastrana Vanessa Opalo	0.08373%	\$2,432.28
679	4452	Payanouvong Nang K	0.11173%	\$3,245.76
680	36035	Payne John M	0.08613%	\$2,501.93
681	9498	Pena Caban Marina	0.11612%	\$3,373.40
682	60525	Pena De Crockett Nurys	0.11794%	\$3,426.17
683	34362	Peng Kitty Rui Xia	0.11547%	\$3,354.41
684	71348	Perekhoda Liliana Alexev	0.10670%	\$3,099.68
685	8932	Perez Ramon I	0.10078%	\$2,927.60
686	64612	Perez Rodolfo	0.11284%	\$3,278.12
687	85547	Peron Alan	0.09767%	\$2,837.21
688	9489	Perri Nicholas J	0.11629%	\$3,378.25
689	21686	Perry Richard D	0.12677%	\$3,682.79
690	63807	Petrakos Melissa Danielle	0.04949%	\$1,437.82
691	10257	Petty Marlene	0.10516%	\$3,054.79
692	49127	Phan Kim	0.11762%	\$3,416.87
693	5926	Phetdaovieng Nikone	0.11510%	\$3,343.60
694	35197	Phetdaovieng Somphone	0.11369%	\$3,302.83
695	8493	Phetdaovieng Soukie	0.03994%	\$1,160.34
696	34276	Phipps Peter W	0.12404%	\$3,603.48
697	92178	Pili John Ryan Bretana	0.01890%	\$549.08
698	88159	Pillay Sudayvan	0.09147%	\$2,657.08
699	63166	Pinar Yardlie Adela	0.10354%	\$3,007.74
700	59615	Placeres Walter	0.09813%	\$2,850.62
701	9145	Plourde Danny L	0.09810%	\$2,849.85
702	9122	Pochiro Jennifer K	0.10261%	\$2,980.83
703	9601	Pocras Samuel H	0.00479%	\$139.12
704	4991	Pontrelli Tom	0.10538%	\$3,061.41
705	7057	Poon Juneau M	0.11517%	\$3,345.61
706	34872	Porter-Thomas Sellina M	0.09311%	\$2,704.79
707	61566	Postirnac Ana Maria	0.03545%	\$1,029.71
708	6904	Powell Unchu	0.10254%	\$2,978.86
709	6758	Praus Michelle K	0.05507%	\$1,599.67
710	14273	Premvaree Nakorn	0.11644%	\$3,382.49

	A	B	C	D
711	62405	Price Laura	0.10471%	\$3,041.69
712	67064	Price Lavone Carrie	0.09814%	\$2,850.86
713	49015	Provenzano Jr James A	0.11993%	\$3,483.99
714	10616	Pu Martha A	0.11742%	\$3,411.03
715	64103	Pu Vonn	0.12194%	\$3,542.39
716	67041	Pudar Vesna	0.11642%	\$3,382.08
717	8171	Puentes Fermin	0.11531%	\$3,349.80
718	50775	Pujaz Natasa	0.05236%	\$1,520.95
719	76145	Qian Cheryl D	0.12064%	\$3,504.58
720	34695	Qian-galarotti Jing	0.09036%	\$2,625.00
721	28130	Quirk Jason P	0.09067%	\$2,633.97
722	34515	Rabago Kesalin S	0.09527%	\$2,767.54
723	34409	Race Courtney K	0.10753%	\$3,123.86
724	10272	Radan Kimberly A	0.05367%	\$1,559.20
725	36972	Radnic Mia Mirjana	0.09150%	\$2,658.12
726	49124	Raftery Michael T	0.07855%	\$2,281.89
727	62507	Ramis Allan Balute	0.11594%	\$3,367.94
728	5255	Ramos Holly M	0.09478%	\$2,753.40
729	34618	Ranallo Michael D	0.07212%	\$2,094.95
730	34292	Randall Jeffrey D	0.11971%	\$3,477.58
731	9991	Randall Lisa A	0.03303%	\$959.63
732	85874	Rasamee Ranee Crook	0.08210%	\$2,385.14
733	34303	Ratanamettee Manilak	0.13041%	\$3,788.37
734	10630	Reese Stella B	0.13826%	\$4,016.34
735	25687	Reeves Christopher W	0.10695%	\$3,106.98
736	5853	Regos Andrew	0.11761%	\$3,416.70
737	4227	Reiner Carla M	0.11664%	\$3,388.52
738	86781	Reitz Ashley Christine	0.10221%	\$2,969.11
739	83074	Ren Cheng Yan	0.11197%	\$3,252.84
740	67835	Reynolds Michael James	0.07903%	\$2,295.89
741	21720	Richardson Brenda L	0.12316%	\$3,577.75
742	4165	Richichi Salvatore J	0.04976%	\$1,445.41
743	7752	Ritchie Cam D	0.11318%	\$3,287.73
744	26313	Ritchie Xu	0.09973%	\$2,897.18
745	36822	Roach Anthony S	0.10334%	\$3,001.99
746	9374	Robertson Carol M	0.11384%	\$3,307.12
747	8916	Robinson Laura J	0.11771%	\$3,419.52
748	34465	Rodman Roxanne M	0.10800%	\$3,137.40
749	65963	Rodriguez Hernandez Der	0.03516%	\$1,021.30
750	74652	Rodriguez Jr Raymond	0.09408%	\$2,733.00
751	85972	Rodriguez Remon Legna	0.10890%	\$3,163.63
752	34602	Rodriguez Tatiana N	0.12644%	\$3,673.03

	A	B	C	D
753	86374	Rodriguez-Quinones Abig	0.07839%	\$2,277.12
754	4246	Rodsawahng Sandy C	0.10300%	\$2,992.10
755	8169	Roh Jehee	0.11371%	\$3,303.16
756	27130	Roh Sung	0.08611%	\$2,501.43
757	26720	Rojas Armando D	0.03378%	\$981.28
758	34526	Rosenbaum Craig M	0.05391%	\$1,565.98
759	64604	Rosenberg Jeffrey Michael	0.01583%	\$459.91
760	36675	Ross Michelle K	0.11930%	\$3,465.56
761	26312	Rossi Kelli M	0.12392%	\$3,599.88
762	9273	Rothman Daniel A	0.10947%	\$3,180.06
763	60399	Roxas Casey Abagat	0.11445%	\$3,324.64
764	75040	Rozniece Oksana	0.10601%	\$3,079.68
765	35191	Ruffy Pavinda S	0.10465%	\$3,039.96
766	8706	Ruiter Cindi L	0.11422%	\$3,318.13
767	4398	Rutecki Jeffrey J	0.08313%	\$2,415.06
768	35192	Ryan Beata E	0.11343%	\$3,295.19
769	36906	Sabaghanvari Jean Paul	0.12113%	\$3,518.88
770	25689	Sachs Grace J	0.10458%	\$3,038.15
771	9138	Sackin David A	0.10070%	\$2,925.42
772	36714	Salamoun Shadi S	0.12828%	\$3,726.65
773	34282	Sama Carlos E	0.02178%	\$632.60
774	92492	Sambath Sopeaktra	0.01072%	\$311.55
775	61319	Sampson Ae Joung	0.10014%	\$2,909.20
776	9360	Sandoval Yaneth	0.11046%	\$3,208.90
777	35959	Sands Brian S	0.09644%	\$2,801.52
778	22889	Santos Jr Jaime D	0.12813%	\$3,722.03
779	7737	Santos Marites L	0.10387%	\$3,017.47
780	7884	Santos Rachel N	0.11543%	\$3,353.19
781	9608	Saowan Jarunee S	0.10023%	\$2,911.63
782	7017	Sarabia Leticia	0.10802%	\$3,138.00
783	74193	Sarabia Maria A	0.10905%	\$3,168.01
784	25708	Sax Charles A	0.12600%	\$3,660.38
785	80350	Scaringe David Joseph	0.10256%	\$2,979.36
786	34703	Schwartz Cecilia A	0.09775%	\$2,839.55
787	34846	Schwartz Jonathan J	0.11108%	\$3,226.92
788	4806	Scott Charan	0.08479%	\$2,463.27
789	90975	Sefer Torres Maria P	0.03484%	\$1,012.10
790	9775	Sell Abegaille L	0.10903%	\$3,167.35
791	4529	Sellers Richard D	0.11710%	\$3,401.72
792	86520	Septelici Viorel	0.07988%	\$2,320.49
793	29948	Shabanava Natallia	0.12281%	\$3,567.64
794	88297	Shakoori Nasim	0.11150%	\$3,239.02

	A	B	C	D
795	8873	Sharp John D	0.10979%	\$3,189.43
796	9765	Shen Xiangqun	0.10941%	\$3,178.45
797	8149	Shiferaw Gobena	0.11700%	\$3,398.96
798	70239	Shih Vivian	0.10071%	\$2,925.49
799	36513	Shin Keum Hee	0.10877%	\$3,159.82
800	8491	Shin Young S	0.11866%	\$3,446.95
801	5377	Shu Pamela Y	0.07792%	\$2,263.72
802	84928	Shullo Amy Lorraine	0.11195%	\$3,252.22
803	76564	Shvets Victoria	0.09092%	\$2,641.21
804	23800	Silim Ty	0.13181%	\$3,829.16
805	14163	Silvas Jr Hector J	0.10024%	\$2,911.95
806	18647	Sim Byung R	0.11030%	\$3,204.14
807	29720	Singer Billye	0.12083%	\$3,510.06
808	77487	Siraphaiboon Phanida	0.10444%	\$3,033.87
809	83112	Sires Campos Carlos	0.08564%	\$2,487.86
810	70454	Sisowath Sonia	0.08587%	\$2,494.54
811	34603	Sith Charlie	0.11453%	\$3,327.14
812	90871	Sith Karena Ann	0.03812%	\$1,107.45
813	51016	Siu Chung Kit	0.10762%	\$3,126.22
814	74363	Slepsyk Joshua Anthony	0.10254%	\$2,978.79
815	8097	Smiley Gary A	0.11431%	\$3,320.74
816	34638	Smith Eric Scott	0.10622%	\$3,085.61
817	86556	Smith Heather Danielle	0.10414%	\$3,025.38
818	35286	Smith Monica	0.09736%	\$2,828.37
819	86582	Smith Reiko	0.10781%	\$3,131.75
820	23740	Smith Villarosa P	0.12403%	\$3,602.94
821	86020	Snitzel Eric Raymond	0.01402%	\$407.40
822	85707	Soberano Jeffrey Allen Ga	0.10914%	\$3,170.62
823	87384	Soderberg Sam J	0.05418%	\$1,573.90
824	35292	Solano Enrique A	0.11974%	\$3,478.45
825	3893	Soleski Maria Lourdes A	0.03812%	\$1,107.31
826	6581	Solorzano Miguel	0.10417%	\$3,026.27
827	35045	Somers Jennifer L	0.10765%	\$3,127.32
828	77572	Somsanith Chanda	0.10343%	\$3,004.58
829	92257	Somsanith Nathan Keith	0.01246%	\$362.09
830	87230	Song Cassandra Ellano	0.10427%	\$3,029.11
831	34487	Song Roderfida B	0.14075%	\$4,088.82
832	9155	Songprasit Thawatchai	0.12073%	\$3,507.11
833	65804	Sora Marius Ovidiu	0.11791%	\$3,425.43
834	36080	Sosna Thomas A	0.12110%	\$3,517.85
835	6635	Spotti Bettyjo	0.06785%	\$1,971.05
836	8208	Sprenkel Jamie L	0.06718%	\$1,951.49

	A	B	C	D
837	49112	Sri Boramy	0.13097%	\$3,804.57
838	4324	Staana Primo S	0.10414%	\$3,025.33
839	11888	Starks Jacinta L	0.08992%	\$2,612.07
840	35951	Starr Katy M	0.02410%	\$700.06
841	5092	Steffon Paul G	0.11343%	\$3,295.24
842	34398	Stepanian Daniel P	0.03766%	\$1,093.94
843	27708	Stratford Stephen	0.10343%	\$3,004.74
844	19369	Stybel Martin	0.08761%	\$2,544.94
845	8484	Sun Hong	0.11889%	\$3,453.82
846	4992	Sun Maiya H	0.11796%	\$3,426.73
847	59957	Suriano Mark Allen	0.09466%	\$2,749.99
848	26390	Surmen Lerzan	0.12465%	\$3,621.02
849	26386	Surmen Lutfi M	0.09611%	\$2,791.92
850	21695	Swain Emma	0.04965%	\$1,442.22
851	34344	Sydney-Smith Jessica	0.05259%	\$1,527.65
852	9505	Szekely Ronald J	0.09092%	\$2,641.33
853	65421	Tan Li Fang	0.11702%	\$3,399.33
854	86022	Tan Qiaoyi	0.10282%	\$2,987.04
855	34341	Tan Weida	0.11644%	\$3,382.69
856	6386	Tang Quy Ngoc T	0.11462%	\$3,329.81
857	62318	Tang XiuHong	0.10024%	\$2,911.97
858	35347	Tanis Eve-nika	0.11885%	\$3,452.49
859	60350	Tanis Wilnor	0.10846%	\$3,150.75
860	36805	Tasie Genet N	0.11421%	\$3,317.85
861	25685	Telahun Workbicha Y	0.11208%	\$3,255.86
862	70499	Terry Christian Dane	0.10624%	\$3,086.30
863	29690	Tewelde Alganesh	0.12428%	\$3,610.42
864	82945	Thibaut Debra Ann	0.11366%	\$3,301.75
865	10110	Thum Ken	0.11413%	\$3,315.62
866	25711	Tong Iek C	0.12888%	\$3,743.99
867	35713	Torres Judy	0.11202%	\$3,254.28
868	35281	Tran Adam T	0.03503%	\$1,017.62
869	21722	Tran Amy	0.12257%	\$3,560.61
870	8286	Tran Anthony T	0.10351%	\$3,007.07
871	26520	Tran Bao Long V	0.12122%	\$3,521.42
872	9096	Tran Chau B	0.10707%	\$3,110.47
873	64165	Tran Diem Thu-Thi	0.10686%	\$3,104.33
874	36763	Tran Doanthuc V	0.11101%	\$3,224.89
875	8560	Tran Melissa T	0.11537%	\$3,351.61
876	34278	Tran Nga K	0.13513%	\$3,925.67
877	71266	Tran Patria Yen	0.11578%	\$3,363.38
878	36703	Tran Thanh T	0.10797%	\$3,136.59

	A	B	C	D
879	9387	Tran Thoa K	0.11805%	\$3,429.42
880	36901	Tran William M	0.11276%	\$3,275.68
881	8684	Trinh Kiet T	0.11184%	\$3,248.98
882	23850	Trinh Peter	0.08806%	\$2,558.26
883	4434	Trinidad Glorifina P	0.12255%	\$3,560.00
884	34502	Trinidad Milani Yoshiko C	0.10243%	\$2,975.60
885	59636	Trinidad Salvador Del Car	0.00561%	\$163.02
886	21819	Tsang Lily FungPing	0.12102%	\$3,515.58
887	25732	Tsui Morris W	0.12816%	\$3,723.06
888	5041	Uganiza Adrian S	0.09394%	\$2,728.99
889	34308	Uljar Snezana	0.11821%	\$3,433.92
890	62509	Ung Ieng Kieng	0.10914%	\$3,170.44
891	61916	Urban Danielle Laine	0.06189%	\$1,798.04
892	4810	Vaccaro Thomas	0.10439%	\$3,032.49
893	71171	Valdes Lopez Ada	0.08227%	\$2,389.90
894	67053	Valdez Abigail Rene	0.11245%	\$3,266.79
895	35346	Valiente Alfredo	0.09874%	\$2,868.36
896	27281	Vance William M	0.05723%	\$1,662.41
897	63521	Vanderbeek Cheryl Denis	0.00306%	\$88.94
898	73979	Vang Heidi Caroline	0.03237%	\$940.38
899	73356	Vargo Judy Li	0.11328%	\$3,290.85
900	90289	Varjasi Patrik	0.05572%	\$1,618.65
901	71102	Vasilakopoulou Evangelia	0.10238%	\$2,974.06
902	49103	Veith James	0.07297%	\$2,119.85
903	50771	Vekovic Marko	0.04514%	\$1,311.24
904	85816	Verville Kristopher Keith	0.10486%	\$3,046.29
905	35353	Viado Marlon M	0.02794%	\$811.60
906	21704	Victoria Ariel V	0.11350%	\$3,297.30
907	76042	Villa Ramirez Wendy Yare	0.05231%	\$1,519.54
908	88289	Villafranca Lam Ladys Dia	0.10420%	\$3,026.87
909	34826	Vo Nga T	0.05843%	\$1,697.47
910	34363	Vongprachanh Malisa	0.10882%	\$3,161.09
911	34330	Vongvixay Christina Y	0.04291%	\$1,246.62
912	71006	Vongvixay Fongsamout	0.11405%	\$3,313.22
913	72618	Vu Chi	0.10675%	\$3,101.06
914	27691	Vuong Minh V	0.13002%	\$3,777.11
915	30030	Vuong Vinh T	0.13751%	\$3,994.71
916	23489	Vuong Vinnie Q	0.13538%	\$3,932.79
917	9743	Wade Howard	0.11522%	\$3,347.07
918	73582	Walker Kevin C	0.11623%	\$3,376.53
919	9981	Wan Ronnie Chi	0.11521%	\$3,346.85
920	26063	Wang Heidi	0.13509%	\$3,924.28

	A	B	C	D
921	49114	Wang Hongmei	0.11661%	\$3,387.55
922	9791	Wang Jerry	0.10414%	\$3,025.25
923	21730	Wang Jiandong	0.11767%	\$3,418.41
924	23526	Wang Mei Ying	0.12061%	\$3,503.68
925	36829	Wang Shih-ping	0.09716%	\$2,822.48
926	64743	Wang Tiffany Ying	0.04828%	\$1,402.65
927	35516	Wang Yang	0.12534%	\$3,641.02
928	34373	Wang Yvonne	0.13220%	\$3,840.36
929	21710	Ward Yow R	0.11275%	\$3,275.33
930	6236	Watkins Richard D	0.03154%	\$916.25
931	4299	Watkins Tammi M	0.03167%	\$920.08
932	35651	Watts Bradley K	0.02888%	\$839.05
933	49172	Weber Traci L	0.10107%	\$2,936.05
934	26367	Wei Jun M	0.11659%	\$3,386.97
935	7150	Weinstock Lian	0.08572%	\$2,490.28
936	34509	Wescott Supavadee	0.12694%	\$3,687.48
937	7907	Whitcomb Mary-Noel M	0.09609%	\$2,791.49
938	40465	White Stephen R	0.03310%	\$961.67
939	34684	Whitten Sean P	0.10777%	\$3,130.64
940	13627	Williams Shannon L	0.08867%	\$2,575.90
941	22957	Williamson Karin M	0.05730%	\$1,664.44
942	27298	Wilmore Sharon D	0.04425%	\$1,285.33
943	8828	Wilson Brian V	0.08738%	\$2,538.27
944	21700	Wilson Janette B	0.09663%	\$2,807.10
945	5462	Wilson Martin D	0.05492%	\$1,595.52
946	59827	Winzer Aaron Jerel	0.10389%	\$3,018.06
947	21774	Witner Gerald T	0.09951%	\$2,890.82
948	60246	Wodowski Diane Lynn	0.08995%	\$2,613.14
949	5627	Woldie Negest A	0.10089%	\$2,930.76
950	7173	Wong Bonnie	0.09766%	\$2,837.10
951	34314	Wong Denis A	0.05139%	\$1,492.77
952	8537	Wong Johnny	0.10474%	\$3,042.76
953	34498	Wong Kurt K	0.02885%	\$838.06
954	34317	Wong Stephanie Y	0.12138%	\$3,526.00
955	27136	Woo Woy Yin	0.13617%	\$3,955.76
956	34334	Worgull Nancy Y	0.11749%	\$3,413.13
957	35273	Wu Biling L	0.11137%	\$3,235.21
958	34827	Wu Kaiching	0.12250%	\$3,558.62
959	64664	Wu Lily	0.11923%	\$3,463.76
960	35434	Wu Xiu L	0.11098%	\$3,224.07
961	49126	Wu Xue-Qiong	0.11293%	\$3,280.74
962	25681	Wu Yi Fan	0.12473%	\$3,623.50

	A	B	C	D
963	8116	Wuertz Jamie M	0.11561%	\$3,358.55
964	29954	Xia Yi	0.12307%	\$3,575.29
965	21701	Xie Christine Y	0.11744%	\$3,411.59
966	8290	Xiong Kabee	0.06195%	\$1,799.67
967	21702	Xu Belinda	0.12801%	\$3,718.67
968	5572	Xu David Gang	0.11032%	\$3,204.80
969	9318	Xu Shi P	0.11690%	\$3,395.95
970	75100	Xu Summer	0.11206%	\$3,255.22
971	26064	Yan Ying	0.12352%	\$3,588.40
972	34273	Yang James S	0.06334%	\$1,840.16
973	79807	Yang Liwei	0.10310%	\$2,995.13
974	49173	Yang Yongming	0.12106%	\$3,516.85
975	21626	Yaquinto Jason C	0.12749%	\$3,703.49
976	74607	Yaros Michael John	0.11366%	\$3,301.89
977	84529	Yazdabadi Mansour V	0.07148%	\$2,076.60
978	23506	Ye Ying	0.13366%	\$3,882.80
979	5740	Yearke Carol E	0.10372%	\$3,013.16
980	21688	Yerger Ilona U	0.13792%	\$4,006.46
981	49080	Yi Seong J	0.07208%	\$2,093.87
982	5884	Yilmaz Levent	0.11145%	\$3,237.75
983	36952	Yilmaz Senem	0.05049%	\$1,466.67
984	36523	Yim Myong S	0.11532%	\$3,350.15
985	85771	Yin Jinxia	0.11318%	\$3,287.74
986	64591	Ying Haiyan	0.11417%	\$3,316.54
987	22952	Yip Eric	0.11816%	\$3,432.55
988	34497	Yip Sui Fang	0.13077%	\$3,798.83
989	7996	Yiu Lam	0.11144%	\$3,237.31
990	65422	Yiv Sam Kim	0.10986%	\$3,191.35
991	23151	Ymeri Eduard	0.12146%	\$3,528.42
992	64104	Ynigo Arthur O	0.11517%	\$3,345.59
993	4253	Yoo Eun K	0.11478%	\$3,334.47
994	19991	Yoo Eun S	0.11063%	\$3,213.80
995	79066	Yoo Je Eun	0.11332%	\$3,291.98
996	21711	Yoo John	0.12829%	\$3,726.71
997	35020	Young Teresa K	0.10584%	\$3,074.60
998	36524	Youngblood Scott O	0.11615%	\$3,374.05
999	21680	Yu Amy	0.13874%	\$4,030.33
1000	27132	Yu Da Man	0.12623%	\$3,666.86
1001	8334	Yu Ida W	0.10181%	\$2,957.57
1002	29976	Yu Yu Hong	0.12791%	\$3,715.92
1003	35123	Zambrana Otto M	0.11437%	\$3,322.55
1004	35372	Zanelli Shirley Joan	0.08846%	\$2,569.82

	A	B	C	D
1005	34688	Zaragoza Joselito Jules G	0.12019%	\$3,491.63
1006	35580	Zarra Anthony R	0.10910%	\$3,169.28
1007	35532	Zelege Hanna	0.10456%	\$3,037.59
1008	40076	Zhang Ci C	0.10383%	\$3,016.39
1009	74570	Zhang Jing	0.10904%	\$3,167.56
1010	49566	Zhang Kuan	0.11409%	\$3,314.19
1011	72619	Zhang Ping	0.10474%	\$3,042.75
1012	34403	Zhang Xiao Feng	0.07587%	\$2,203.89
1013	49111	Zhang Xue Ping	0.11905%	\$3,458.43
1014	25806	Zhang Yi	0.12714%	\$3,693.49
1015	36837	Zhao Yanhong	0.11662%	\$3,387.83
1016	49171	Zheng Lei	0.10392%	\$3,018.82
1017	34829	Zhong Xia	0.11619%	\$3,375.46
1018	74309	Zhou Denise	0.08878%	\$2,579.06
1019	36699	Zhu Xiao H	0.09680%	\$2,812.00
1020	67040	Zike Tigist	0.10494%	\$3,048.51
1021	21848	Zito Dominic L	0.11481%	\$3,335.16
1022	4892	Zuehlsdorf Julie	0.05267%	\$1,530.21
1023				
1024		Totals	100.00000%	\$2,905,000.00

EXHIBIT "B"

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Attorneys for Defendant

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

QUY NGOC TANG and JOSEPH
CESARZ, and all persons whose names
are set forth in Exhibit A, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

WYNN LAS VEGAS, LLC,

Defendant.

Case No. 2:18-cv-00891-APG-GWF

**[PROPOSED] ORDER AND FINAL
JUDGMENT OF DISMISSAL**

1 The Court orders as follows:

2 IT IS HEREBY ORDERED THAT:

3 1. This Court has jurisdiction over the subject matter of this litigation and personal
4 jurisdiction over the named plaintiffs, all members of the FLSA collective action, and Defendant.

5 2. The Court adopts the defined terms in the Settlement Agreement.

6 3. Distribution of the Notice and the Settlement Offer and Release Form as set forth
7 in the Settlement, and the other matters set forth therein, have been completed in conformity with
8 the Order Directing FLSA Settlement Notice (ECF No. ____).

9 4. As set forth in Exhibit A to this Order, [xxx] individuals have accepted the
10 Settlement ("Accepting Plaintiffs"). The Court finds that as of the date of this Order, each and
11 every Accepting Plaintiff has waived and shall be deemed to have fully, finally, and forever
12 released, relinquished, and discharged all Released Claims, as set forth in the Settlement
13 Agreement. Payment to all Accepting Plaintiffs shall be completed in accordance with the terms
14 of the Settlement Agreement.

15 5. As set forth in Exhibit B to this Order, [xxx] individuals have rejected the
16 Settlement ("Rejecting Plaintiff"). In addition, diligent investigation by defendant indicates that
17 Opt In plaintiffs Joshua Levine, Leroy Shigoitewa, Ricky Takeya, Cameron Draper, Jason
18 Dunkle, Dilek Phipps, Brian Guilliford, Kathleen Bell, Mary Becker, Wilson Kong, Kalee M.L.
19 Kei, and Jimmy Cai were not employed by defendant as relevant employees participating in the
20 tip pool at issue during the involved time period and shall be treated as Rejecting Plaintiffs in
21 accordance with the terms of this paragraph. Rejecting Plaintiffs retain all their legal rights and
22 remedies, as set forth in the Settlement Agreement. Each and every Rejecting Plaintiff will have
23 thirty (30) days from the date of this Order to institute a claim before the statute of limitations
24 begins to run again.

25 6. As set forth in Exhibit C to this Order, [xxx] individuals have not responded to the
26 Notice and Settlement Offer and Release Form. Pursuant to the Settlement Agreement, these
27 individuals shall be treated as "Rejecting Plaintiffs" so that they retain all their legal rights and
28 remedies, as set forth in the Settlement Agreement, and have thirty (30) days from the date of this

Order to institute a claim before the statute of limitations begins to run again. These Plaintiffs, however, have up to 365 days after the date of this Order to claim their allotted portion of the Settlement by signing and submitting the Settlement Offer and Release Form to Defendant's counsel.

7. The Court grants approval to this Settlement and finds it to be a reasonable resolution of a bona fide dispute of wages pursuant to the FLSA. The Settlement is reasonable in all respects, including the services awards to Quy Ngoc Tang and Joseph Cesarz for the work that they performed on behalf of others, the attorneys' fees and costs of Plaintiffs' counsel, and the fees of the Settlement Administrator CPT. The Court specifically finds that the settlement confers a substantial benefit to all individuals similarly situated to Plaintiffs, considering the strength of Plaintiffs' claims and the risk, expense, complexity, and duration of further litigation. The Court finds that the settlement is the result of arms-length negotiations between experienced counsel representing the interests of both sides and with the assistance of Ninth Circuit Mediator Steve Saltiel.

8. Plaintiffs Quy Ngoc Tang and Joseph Cesarz' service awards in the amount of \$10,000 for each plaintiff are reasonable and hereby approved.

9. Plaintiffs' attorneys' fees in the amount of [insert] and costs in the amount of {insert amount not in excess of \$10,000 }are reasonable and hereby approved.

10. Fees of the Settlement Administrator, Simpluris Inc., in the amount of [insert amount] are reasonable and hereby approved.

11. Pursuant to the Settlement Agreement and on Motion by Plaintiffs' counsel to be relieved of continued legal representation, the Court hereby grants Plaintiffs' Motion to be Relieved as Counsel of Record for All Rejecting Plaintiffs. Rejecting Plaintiffs are hereby directed to retain separate legal counsel if they wish to pursue their legal claims and are reminded that they have thirty (30) days from the date of this Order to institute a claim before the statute of limitations begins to run again.

12. If any Rejecting Plaintiff commences another Action against Defendants under the

1 FLSA within 30 days of the Effective Date as provided for in the Settlement Agreement the
 2 January 16, 2019 order previously made by the Court in the *Cesarz* Action, 13-CV-109-RCJ-
 3 CWH, shall have no *res judicata* or *collateral estoppel* effect in respect to any FLSA claims
 4 within the scope of that order, but Defendants are not precluded from relying on that order in
 5 any such Action for its precedential or persuasive effect, if any.

6 13. Without affecting the finality of this action, the Court will retain exclusive and
 7 continuing jurisdiction to enforce the Settlement Agreement This case is dismissed with
 8 prejudice pursuant to the terms of this Order and the Clerk shall enter a final judgment of
 9 dismissal.
 10

11
 12
 13
 14 **IT IS SO ORDERED.**

15
 16 Dated: _____

17 _____
 18 Honorable Andrew Gordon
 19 District Court Judge
 20
 21
 22
 23
 24
 25
 26
 27
 28

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EXHIBIT "C"

NOTICE OF SETTLEMENT
IN WYNN TIP POOLING CASES

Re: Cesarz, et al. v. Wynn Las Vegas, LLC, et al., United States District Court for the District of Nevada, Case No. 2:13-cv-109-RCJ-CWH, and Tang, et al. v. Wynn Las Vegas, LLC, et al., United States District Court for the District of Nevada, Case No. 2:18-cv-891-APG-GWF

**YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

I. SUMMARY OF THE SETTLEMENT

Settlement has been reached in the two related tip sharing cases against the Wynn Las Vegas, LLC (Wynn) and its co-Defendants: *Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, United States District Court for the District of Nevada, Case No. 2:13-cv-109-RCJ-CWH (“Cesarz Action”), and *Tang, et al. v. Wynn Las Vegas, LLC, et al.*, United States District Court for the District of Nevada, Case No. 2:18-cv-891-APG-GWF (“Tang Action”).

The Total Settlement Amount is \$5.6 million. The Net Settlement Amount available for distribution is [insert], which is the Total Settlement Amount of \$5.6 million minus (i) attorneys’ fees of \$1.4 million, (ii) actual litigation costs of up to \$10,000, (iii) Service Awards to Lead Plaintiffs Joseph Cesarz and Quy Ngoc Tang of \$10,000 each, and (iv) Settlement Administrator fees of [insert]. This Settlement was reached with the assistance of a mediator with the United States Court of Appeals for the Ninth Circuit.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE EITHER PREVIOUSLY AGREED TO BE A PLAINTIFF AND FILED A CLAIM IN THE *CESARZ* AND/OR *TANG* ACTIONS OR ARE INCLUDED AS A COLLECTIVE ACTION MEMBER IN THE PROPOSED SETTLEMENT AND ARE ENTITLED TO PARTICIPATE IN THAT SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>A. Accept the Settlement Within __ Days of ____</p> <p>Your minimum payment from the proposed Settlement: \$«Est.SettAmt».</p>	<p>You will receive a cash payment from the Settlement, provided that you sign and submit the enclosed Settlement Offer and Release Form no later than 60-days from the mailing of this Notice. By signing the enclosed Settlement Offer and Release Form you will receive a cash payment and you will be giving up your wage-and hour claims against the Wynn and any claims regarding the tip pool.</p>
<p>B. Reject the Settlement</p>	<p>You will not receive a cash payment from the Settlement if you do not sign and submit the enclosed Settlement Offer and Release Form and you will not give up your claims against the Wynn. However, if you want to pursue further legal action against the Wynn, you will need to take further action on your own behalf and cannot rely upon the attorneys representing the dealers in this case to pursue any claim against the Wynn for you. Your legal claims will be put on hold (stayed) for 30 days after the Effective Date (defined below) of the Settlement; after 30 days, the statute of limitations will begin to run.</p>
<p>C. Do Nothing</p>	<p>You will not receive a cash payment from the Settlement if you take no affirmative action—i.e., do nothing. You will not release any of your claims against the Wynn but you must take further legal action on your own behalf and at your own expense if you wish to pursue your claim. You must do so within 30 days after the Effective Date (defined below) of the Settlement.</p> <p>You may, however, claim your allotted Settlement cash payment up to 365 days after the Effective Date by signing and submitting the enclosed Settlement Offer and Release Form.</p>

II. BACKGROUND ABOUT THE *CESARZ* AND *TANG* ACTIONS AND CLAIMS

On January 21, 2013, Joseph Cesarz and Quy Ngoc Tang filed a putative opt-in collective action complaint on behalf of themselves and other similarly situated dealers, styled *Cesarz v. Wynn Las Vegas, LLC*, 2:13-cv-00109, against Defendant Wynn Las Vegas, LLC (“Wynn” or “Defendant”), alleging that Wynn violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b) because boxmen and Casino Service Team Leads (“CSTLs”) were included in the tip pool. In bringing the suit, Plaintiffs relied exclusively on 2011 regulations issued by the United States Department of Labor regarding tip pooling. In 2016, a divided panel of the Ninth Circuit reversed the district court’s first order dismissing the Appellants’ complaint. *Or. Rest. & Lodging Ass’n v. Perez* (“*ORLA*”), 816 F.3d 1080 (9th Cir. 2016). Writing for the majority, Judge Pregerson deferred to the 2011 Department of Labor regulations. While Wynn’s petition for a writ of certiorari to the Supreme Court was pending, Congress amended the FLSA and stated that the 2011 regulations would have “no further force

or effect.” 2018 Appropriations Act, Div. S § 1201(c). The Parties dispute the meaning of that provision. But the district court agreed with Defendant, ruling that entry of any judgment against Wynn would give impermissible “further force or effect” to the 2011 regulations and dismissed the lawsuit for the second time. *Cesarz v. Wynn Las Vegas LLC*, No. 13- cv-1009, 2019 WL 237389, at *1 (D. Nev. Jan. 13, 2019). Plaintiffs have filed a Notice of Appeal regarding that decision. *See* Case No. 19-15166 (9th Cir.). The appeal in the Cesarz Action is currently stayed pending this settlement. (During the pendency of their first appeal, Plaintiffs filed a separate action, styled *Doe v. Wynn Las Vegas, LLC*, 2:16-cv-00482-JCM-NJK, which was consolidated with the *Cesarz* Action.)

On May 16, 2018, Quy Ngoc Tang and Joseph Cesarz filed the Tang putative opt-in collective action complaint on behalf of themselves and other similarly situated dealers, styled *Tang v. Wynn Las Vegas, LLC*, 2:18-cv-00891, against Defendant Wynn Las Vegas, LLC, alleging that Wynn violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b) (as amended by the 2018 Appropriations Act as effective on March 23, 2018) because boxmen and Casino Service Team Leads (“CSTLs”) were included in the tip pool. The case was stayed pending settlement discussions.

On May 9, 2019, the Parties engaged in mediation with Ninth Circuit mediator Steven Saltiel. The Parties reached a settlement-in-principle, executed a Memorandum of Understanding, and subsequently entered into this proposed Settlement. On DATE the United States District Court for the District of Nevada, in the *Tang* Action entered an Order approving the Settlement's terms as fair and reasonable and finding that the Settlement should proceed. This means unless the Settlement is voided by the Wynn as provided for *infra* at III(F) the Settlement will become binding and a final judgment will be entered dismissing the *Tang* Action pursuant to the Settlement's terms.

III. DETAILED SETTLEMENT TERMS

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [insert Settlement Administrator’s website], by contacting counsel at [insert], by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.nvd.uscourts.gov/cgi-bin/login.pl>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Nevada, located at 333 S. Las Vegas Blvd, Las Vegas, Nevada, 89101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

A. Total Settlement Amount. Defendant has agreed to pay a maximum amount of \$5,600,000 (the “Total Settlement Amount”) to fund the Settlement. The Total Settlement Amount includes (i) the payment of all cash payments to plaintiffs and collective action members, (ii) attorneys’ fees of \$1,400,00 (which is 25% of the Total Settlement Amount) for all the work performed on this case and for prosecuting this action on a contingency fee basis (that is, without being paid any money to date), (iii) litigation costs that have been paid out of pocket by the attorneys of up to \$10,000, (iv) Service Awards to Lead Plaintiffs Joseph Cesarz and Quy Ngoc Tang of \$10,000 each for the risks and all the work that they performed on behalf of all plaintiffs, and (v) Settlement Administrator fees of [insert].

B. Net Settlement Amount. The “Net Settlement Amount” available for distribution to all plaintiffs and collective action members is the Total Settlement Amount minus (i) attorneys’ fees, (ii) actual litigation costs, (iii) Service Awards to Lead Plaintiffs Joseph Cesarz and Quy Ngoc Tang, and (iv) Settlement Administrator fees of [insert]. The estimated Net Settlement Amount available for distribution to plaintiffs is [insert amount].

C. Calculation of Settlement Payments. The Net Settlement Amount available for distribution to plaintiffs will be allocated as follows:

(1) **Allocation between *Cesarz* and *Tang* Claims.** Seventy percent (70%) of the Net Settlement Amount will be allocated the *Tang* Claims and thirty percent (30%) of the Net Settlement Amount will be allocated to the *Cesarz* Claims. The estimated Net Settlement Amount allocated to the *Tang* Claims is [insert amount]. The estimated Net Settlement Amount allocated to the *Cesarz* Claims is [insert amount]. This respective allocation is based upon the procedural posture of the cases and Plaintiffs' Counsels' relative assessment of the strengths and weaknesses of each group of Claims; and

(2) **Pro Rata Distribution based on Tips.** Each plaintiff's settlement award will be based on pro rata assessment of tips received by each plaintiff, for the *Cesarz* claims as adjusted for each plaintiff's applicable relevant time period, in comparison to the total amount of tips received by all plaintiffs during the relevant time period applicable to each group of Claims. The relevant time period in the *Tang* Claims is March 23, 2018 to November 11, 2018 For the *Cesarz* Claims the relevant time period is the date three years prior to the date you filed with the Court a written consent to join the *Cesarz* Action but not earlier than May 1, 2011 and ending on March 22, 2018. If you have not previously filed a consent to join the *Cesarz* Action the relevant time period that will apply to your *Cesarz* Claim will be January 31, 2017 through March 22, 2018. Some plaintiffs and collective action members worked during the time period of both groups of Claims and will receive two (2) separate settlement awards.

YOUR ESTIMATED SETTLEMENT SHARE:

***Tang* Claims:** Defendant's records reflect that you received [insert percentage] of the total tips **distributed to Wynn table games dealers** during the *Tang* time period. Based on this information, your estimated Settlement Share for the *Tang* Claims is \$«Est.SettAmt».

***Cesarz* Claims:** Defendant's records reflect that you received [insert percentage] of the total tips distributed to Wynn table games dealers during the *Cesarz* time period as limited by the *Cesarz* claims calculated for all *Cesarz* plaintiffs and collective action members Based on this information, your estimated Settlement Share for the *Cesarz* Claims is \$«Est.SettAmt».

D. Release of Claims. All plaintiffs and collective action members (referred to in the rest of this paragraph as "Plaintiff") who accept the Settlement will forever release and discharge Defendants from any and all claims that arose out of the *Cesarz* and/or *Tang* lawsuit or were proposed as part of either case. Specifically, in consideration of the payments provided for in this Settlement Offer and Release, the sufficiency of which is hereby acknowledged, Plaintiff, on behalf of Plaintiff and Plaintiff's respective heirs, estates, representatives, successors, assigns and agents, hereby expressly and unconditionally waives any appeal from a Court order approving this settlement and dismissing the Actions with prejudice, and releases and forever discharges Defendant and all of the Released Parties from any and all wage and hour claims and causes of action that are based on the factual allegations in the complaints in the Actions, known or unknown, that have

arisen or could have arisen at any time prior to the date that this Settlement Offer and Release is executed, including, but not limited to (i) any and all claims for unpaid minimum and/or overtime wages, fines, penalties, liquidated damages, and attorneys' fees and expenses; and (ii) any and all wage and hour claims that Plaintiff asserted or could have asserted in the Actions based on the tip pool(s) at the Wynn and/or Encore, whether under federal, state, local or other laws or ordinances, or pursuant to contract, tort, or equitable theories.

E. Tax Matters. Neither Counsel plaintiffs nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

F. Conditions of Settlement. **Defendants retain the right to void, at its sole discretion, this Settlement if the net amount allocated to the Rejecting Plaintiffs and Non-Responding Plaintiffs totals \$280,000 or more.** This Settlement is further conditioned upon the Court entering an order approving the Settlement.

IV. G. EFFECTIVE DATE OF SETTLEMENT. THE SETTLEMENT WILL BE EFFECTIVE ONLY AFTER THE COURT HAS ENTERED AN ORDER AND FINAL JUDGMENT OF DISMISSAL. FOR FULL DETAILS REGARDING THE EFFECTIVE DATE OF THE SETTLEMENT, OR ANY OTHER TERMS, **GO TO THE SETTLEMENT ADMINISTRATOR'S WEBSITE AT <WEBSITE>. YOUR LEGAL RIGHTS AND OPTIONS**

A. Accept the Settlement. If you wish to accept the Settlement and receive your cash payment on the schedule provided by the Settlement Agreement, you must sign and submit the enclosed Settlement Offer and Release Form **no later than 60-days from the mailing of this Notice**. (Plaintiffs and collective action members who sign and return their Settlement Offer and Release form within the Response Period will be referred to as "Accepting Plaintiffs.") By signing the enclosed Settlement Offer and Release Form you will receive a cash payment and you will be giving up your claims against the Wynn (see Section III.D., "Release of Claims", above).

B. Reject the Settlement. If you do not wish to participate in the Settlement and receive your cash payment, you may reject the settlement by sending a written notice of rejection to the Settlement Administrator **no later than 60-days from the mailing of this Notice**. (Plaintiffs and collective action members who communicated their rejection of the settlement in writing to the Settlement Administrator within the Response Period are referred to herein as "Rejecting Plaintiffs."). You may also reject the settlement, with a right to later claim your settlement share up until 365 days after the Effective Date, by doing nothing, as explained below.

By rejecting the Settlement, you do not release your legal claims against Defendants but you must take further legal action on your own behalf and at your own expense if you wish to pursue your claim. The attorneys who have represented the dealers in the *Tang* and *Cesarz* Actions do not believe it is in the interests of any of the dealers to reject the settlement and are advising the dealers to not reject the settlement. Those attorneys will not act as your attorneys on any such legal claims you bring against Defendants if you reject the settlement. In addition those attorneys will be asking the Court to issue an Order relieving them as your attorney in the *Tang* Action if you reject the settlement and have previously entered into a retainer agreement with them. If you want to reject the settlement and continue to pursue the claims raised in the *Tang* and/or *Cesarz* Actions you must prosecute your claims on your own or find separate legal counsel.

You must take further action immediately if you wish to preserve your claim. You will be dismissed from the *Tang* Action (if you previously joined that Action) and will be responsible for filing your own case.

The *Cesarz* Action has previously been dismissed by the Court. Your legal claims, if you previously made any in the *Cesarz* and/or *Tang* actions will be put on hold (stayed) for only 30 days after the Effective Date (defined below) of the Settlement. Once that 30-day period expires, your ability to pursue legal claims against the Wynn over its tip pooling policy will be limited in whole or in part by operation of the statute of limitations. You should also understand that the *Cesarz* Action and the claims covered by the *Cesarz* Action were dismissed by the district court and appealed but that appeal was never ruled upon. If you bring a new case involving the same claims dismissed in the *Cesarz* Action under the terms of the settlement those claims are not prevented from proceeding against Defendant under the legal doctrines of *res judicata* or *collateral estoppel* but Defendants do have the right to ask the court in any such new case to take notice of that decision in the *Cesarz* Action and adopt its result.

C. Do Nothing. If you do not take any affirmative action (accept or reject the Settlement) within the 60-day deadline for responding to this Notice, you will be deemed a “Non-Responding Plaintiff.” You will be treated as a “Rejecting Plaintiff” so that you will not receive a cash payment but you will not release any your claims against Defendants. In addition, if you have previously entered into a retainer agreement with plaintiffs' counsel those attorneys will be asking the Court to issue an Order relieving them as your attorney in the *Tang* Action if you become a Non-Responding Plaintiff. However, Non-Responding Plaintiffs may claim their allocated share of the settlement up to a period of 365 days after the Effective Date if they do not file any other lawsuit against defendant concerning the claims raised in *Cesarz* and *Tang*, by signing the Settlement Offer and Release form and returning it to the Settlement Administrator.

V. PLAINTIFF COUNSELS' RECOMMENDATION

Counsel for plaintiffs have been litigating against the Wynn Casino over its tip-pooling policy since 2006 in the Nevada State Court, the Federal Court, and before the Nevada Labor Commissioner. They have not succeeded in any of those cases and the Wynn has now stopped its “tip-pooling” policy and offered a settlement to the dealers. It is the opinion of plaintiffs' counsel that the proposed Settlement is a fair, adequate, and reasonable resolution of the hard-fought dispute and that the Settlement should be accepted.

A. Settlement of the *Cesarz* Claims is Fair, Adequate, and Reasonable. The *Cesarz* Action is currently dismissed and on appeal. The Judge in the *Cesarz* Action has twice dismissed the case for failure to state a valid legal claim against Defendants. The Judge most recently stated that the United States Department of Labor's (DOL) 2011 Tip Pooling Regulations had been invalidated by the 2018 amendments to the Fair Labor Standards Act (FLSA). Since the *Cesarz* Claims are based on the 2011 Regulations, the Judge found that the plaintiffs could not pursue their claim. Even if the Judge's decision were reversed, Defendants believe they have very strong defenses to the *Cesarz* Claims both on the law and the facts, if they do not prevail outright on the now second appeal in *Cesarz*. Plaintiffs' counsel, having evaluated the issues, and while believing the *Cesarz* case may succeed for the plaintiffs, agrees that defendants have significant defenses to the *Cesarz* Claims and whether the plaintiffs will prevail on the *Cesarz* Claims is far from certain. It is unknown whether the appeal in *Cesarz* will be successful and securing a reversal on appeal in *Cesarz* for the plaintiffs, for the second time, does not mean the plaintiffs will be successful in collecting any money in the *Cesarz* Action. Plaintiffs' counsel believes it is fair and reasonable, under all of the relevant circumstances, for the plaintiffs in *Cesarz* and the other collective action members to accept a settlement of their *Cesarz* Claims for \$1,680,000, the portion of the proposed Settlement allocated to those claims and recommend they do so. In making that recommendation, plaintiffs' counsel acknowledges that payment is for a minority of the money alleged to be owed to the plaintiffs and the other collective action members on the *Cesarz* Claims but believe that settlement is reasonable and should be accepted based upon the relevant facts and circumstances.

B. Settlement of the *Tang* Action and Claims is Fair, Adequate, and Reasonable. Congress passed an amendment to the FLSA in 2018, which states that “An employer may not keep tips received by its employees for any purposes, including allowing managers or supervisors to keep any portion of employees’

tips, regardless of whether or not the employer takes a tip credit.” The key legal question presented in *Tang* is what type of employee would be considered a “manager or supervisor.” The DOL is charged with developing regulations to define who will be considered a “manager or supervisor” under the new law and has taken the position that a “manager or supervisor” is only prohibited from participating in a tip pool if they hire or fire other employees or have significant involvement in making hiring or firing or other decisions about employees. If the DOL interpretation of what it means to be a “manager or supervisor” is accepted by the courts the Wynn insists that the *Tang* case will also be unsuccessful for the dealers because the CSTLs and boxmen are not “managers or supervisors.” Plaintiffs’ counsel does not agree with that argument by the Wynn, but agrees that is a serious argument and it is unknown how that argument would be ruled on by the courts. Assuming that plaintiffs could prevail on the merits of their claim under the new law, the total amount of tips Wynn took from the dealers’ tip pool from March 23, 2018 to November 11, 2018 was \$3,879,951. Seventy (70%) of the Total Settlement Amount, or \$3,920,000, has been allocated to pay the *Tang* Claims. Given the uncertainty of the new law and the development of new regulations that will interpret the new law, Counsel believe that the Settlement is a fair, adequate, and reasonable resolution of the *Tang* Action and Claims and recommend that the Settlement be accepted.

VI. COURT DISMISSAL OF CASE

So long as Defendant does not void the Settlement on account of the amount of persons who do not accept or who do not respond to the Settlement, the Court will issue an Order directing that a final judgment be entered dismissing the *Tang* action and that the Settlement’s terms become effective. The Court will also determine whether to relieve the attorneys prosecuting the *Tang* Action from any further responsibility for the legal claims possessed by those dealers who reject the settlement or are Non-Responding Plaintiffs and who have previously entered into retainer agreements with those attorneys. The Court may take this action with or without a hearing. You may check the settlement website identified in Section III above or the Court’s PACER site to confirm whether a hearing has been scheduled. **You are not required to attend** any hearing, although any plaintiff or collective action member is welcome to attend any hearing.

VII. MORE INFORMATION ABOUT THE SETTLEMENT

You may call the Settlement Administrator at <phone> or write to *Cesarz/Tang v. Wynn* Settlement Administrator, c/o CPT Group <address>; or contact plaintiffs’ Counsel at:

<p>LEON GREENBERG, P.C. Leon Greenberg 2965 South Jones Boulevard #E-3 Las Vegas, NV 89146 Tel: (702) 383-6085 / Fax: (702) 385-1827 Email:</p>	<p>THIERMAN BUCK LLP Mark Thierman Joshua Buck Leah Jones 7287 Lakeside Drive Reno, NV 89511 Tel: (775) 284.1500 / Fax: (775) 703.5027 Email: info@thiermanbuck.com</p>
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This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, by going to the Settlement Administrator’s website at <website>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

ATTACHMENT TO NOTICE: SETTLEMENT OFFER AND RELEASE
IN WYNN TIP POOLING CASES

Re: Fair Labor Standards Act Claims also subject to litigation in *Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, United States District Court for the District of Nevada, Case No. 2:13-cv-109-RCJ-CWH, and *Tang, et al. v. Wynn Las Vegas, LLC, et al.*, United States District Court for the District of Nevada, Case No. 2:18-cv-891-APG-GWF

You have received a notice regarding the Settlement of the Claims made in two parallel wage and hour collective actions regarding Wynn's tip pooling. This Settlement Offer and Release is provided subject to that notice and the terms of the Settlement. The Settlement of your Claims as discussed in that notice has been approved by the Court. If you decide to accept that Settlement you will be paid the amounts discussed below unless the defendant, as discussed in that notice, exercises a possible option to void the Settlement.

Your settlement share is as follows:

Tang Claims: Defendant's records reflect that you received [insert percentage] of the total tips distributed to Wynn table games dealers during the *Tang* time period. Based on this information, your estimated Settlement Share for the *Tang* Claims is \$«Est.SettAmt», after attorneys' fees and costs. One-half of this amount shall be considered wages, which will be subject to deductions for federal and state taxes and other required withholdings and will be reported by the Company as wage income on an IRS W-2 form. The other half of this amount shall be considered to be a payment of liquidated damages, penalties, and/or interest and will be reported by the Company as non-wage income on an IRS 1099 form.

Cesarz Claims: Defendant's records reflect that you received [insert percentage] of the total tips during the *Cesarz* time period distributed to Wynn table games dealers during the *Cesarz* time period as limited by the *Cesarz* claims calculated for all *Cesarz* plaintiffs and collective action members. If you have not yet filed a consent to join the *Cesarz* action that number reflects that amount of total tips you received from January 31, 2017 through March 23, 2018. Based on this information, your estimated Settlement Share for the *Cesarz* Claims is \$«Est.SettAmt», after attorneys' fees and costs. One-half of this amount shall be considered wages, which will be subject to deductions for federal and state taxes and other required withholdings and will be reported by the Company as wage income on an IRS W-2 form. The other half of this amount shall be considered to be a payment of liquidated damages, penalties, and/or interest and will be reported by the Company as non-wage income on an IRS 1099 form.

If you agree to accept this Settlement offer, you will be paid your Settlement share in exchange for releasing and discharging your all claims that arose out of the *Cesarz* and/or *Tang* lawsuit or that could have been made in either of those lawsuits. Specifically, in consideration of the payments provided for in this Settlement Offer and Release, you and your respective heirs, estates, representatives, successors, assigns and agents, hereby expressly and unconditionally waives any appeal from a Court order approving this settlement and dismissing the *Tang* and *Cesarz* Actions with prejudice, and releases and forever discharges Defendant and all of the

Released Parties from any and all wage and hour claims and causes of action that are based on the factual allegations in the complaints in the Actions, known or unknown, that have arisen or could have arisen at any time prior to the date that this Settlement Offer and Release is executed, including, but not limited to (i) any and all claims for unpaid minimum and/or overtime wages, fines, penalties, liquidated damages, and attorneys' fees and expenses; and (ii) any and all wage and hour claims that Plaintiff asserted or could have asserted in the Actions based on the tip pool(s) at the Wynn and/or Encore, whether under federal, state, local or other laws or ordinances, or pursuant to contract, tort, or equitable theories.

Neither Counsel plaintiffs nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

By signing below, you agree to accept this Settlement Offer and Release. If you have not already submitted a Consent to Join in these Actions, your signature below also evidences that you consent to join in the *Tang* and *Cesarz* Actions and to be represented in those matters by the named plaintiffs and counsel, Joshua Buck of Thierman Buck, LLP, and Leon Greenberg and James P. Kemp.

I SWEAR THAT I HAVE READ THIS RELEASE, FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND AM ENTERING INTO IT OF MY OWN FREE WILL. I HAVE HAD AN OPPORTUNITY TO DISCUSS THIS RELEASE WITH MY ATTORNEYS. I UNDERSTAND THAT, IF I SIGN THIS RELEASE, MY CLAIM AGAINST THE COMPANY WILL BE RESOLVED THROUGH THIS RELEASE AND IN ACCORDANCE WITH THE TERMS OF THE STIPULATION OF SETTLEMENT IN THE ACTION.

[name]

[date]

EXHIBIT "2"

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16 Attorneys for Defendant

17 **UNITED STATES DISTRICT COURT**
18 **DISTRICT OF NEVADA**
19

20 QUY NGOC TANG and JOSEPH
21 CESARZ, and all persons whose names
are set forth in Exhibit A, individually and
22 on behalf of all others similarly situated,

23 Plaintiffs,

24 vs.

25 WYNN LAS VEGAS, LLC,

26 Defendant.
27
28

Case No. 2:18-cv-00891-APG-GWF

[PROPOSED] ORDER

1 On _____, 2020, this Court considered the parties' joint
 2 motion for an Order granting approval of a proposed collective action settlement (the
 3 "Settlement") under the Fair Labor Standards Act ("FLSA") and the motion of plaintiffs' counsel
 4 to be relieved as the attorney for any plaintiffs that decline to participate in the proposed
 5 Settlement. Having fully considered the motions, comments of counsel, and all supporting
 6 legal authorities, the Court finds and Orders as follows:

7 Findings as to the Proposed Settlement

8
 9 1. Pursuant to the terms of the Settlement Agreement, the case of *Cesarz et. al. v.*
 10 *Wynn Las Vegas et al.*, 13-CV-109-RCJ-CWH pending in this Court shall be consolidated into
 11 this case.

12 2. The Court finds the proposed Settlement is a fair and reasonable resolution of
 13 a bona fide dispute arising under the Fair Labor Standards Act (the "FLSA") for those collective
 14 action members, all of whom are current or former employees of defendant, that elect to
 15 participate in such Settlement. Those collective action member include the current plaintiffs in
 16 this case, persons who asserted claims in the related case currently subject to an appeal to the
 17 Ninth Circuit Court of Appeals, *Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, Case No. 2:13-cv-
 18 109-RCJ-CWH, and persons who have not asserted claims in either case. The Court finds that,
 19 as discussed in *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355-56 (11th Cir.
 20 1982), the terms of the proposed settlement represent a reasonable compromise of the disputed
 21 issue as to whether the plaintiffs' and other collective action members' claims are even subject to
 22 coverage by the FLSA. The vigorous advocacy of the plaintiffs' and other collective action
 23 members' claims by their highly experienced counsel has included, among other things, the
 24 successful pursuit of an appeal in the *Cesarz* case and now the filing of a second appeal in that
 25 case. There is no evidence of collusion and the Court finds that the settlement is the result of
 26 arms-length negotiations between experienced counsel representing the interests of both sides
 27 and with the assistance of Ninth Circuit Mediator Steve Saltiel. While the legal basis for the
 28

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collective action members' claims in *Cesarz* and this case have important differences, they both arise from the same policy of the defendant, a policy the defendant ended in November of 2018 or eight months after the initiation of this case. The dismissal of *Cesarz* for a second time, and its pending appeal, also support the Court's conclusion that the proposed compromise of the FLSA claims of the collective action members at issue in *Cesarz* and this case are fair and reasonable. While the settlement requires participating plaintiffs and other collective action members to release all of their FLSA claims arising during the two time periods covered by this case and *Cesarz*, the settlement funds have been apportioned fairly between those two time periods. The Court finds that apportionment is reasonable for the reasons set forth in the motion to approve the Settlement and constitutes a fair and reasonable compromise of the FLSA claims at issue during both time periods. The Court also finds the Settlement is fair and reasonable in all other respects, including the service awards to Quy Ngoc Tang and Joseph Cesarz for the work that they performed on behalf of others, the attorneys' fees and costs of Plaintiffs' counsel, and the proposed fees of the Settlement Administrator CPT Group. The Court specifically finds that the settlement confers a substantial benefit to all collective action members similarly situated to Plaintiffs, considering the strength of Plaintiffs' claims and the risk, expense, complexity, and duration of further litigation.

3. The Court also exercises a more limited role in approving an FLSA collective action settlement than when it considers approval of a Federal Rule of Civil Procedure Rule 23 class action settlement. *See, Genesis Healthcare Corp. v. Symczyk*, 133 S. Ct. 1523, 1529 (2013) ("Rule 23 actions are fundamentally different from collective actions under the FLSA.") There are no collective action members who will have their legal rights limited by failing to take action in response to the proposed Settlement. The persons who are eligible collective action members may accept or decline the Settlement as each deems best. If they decline to accept the Settlement and release the defendant from their FLSA claims they may promptly pursue their FLSA claims against the defendant in separate litigation without any diminution of their force or value as a result of the Settlement.

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1 4. The Settlement further provides the collective action members who are plaintiffs
2 in this case and/or *Cesarz* may decline to accept the Settlement and recommence their FLSA
3 claims against defendant with no erosion of the statute of limitations applicable to

4 those claims as long as they do so within thirty (30) days of this Court's entry of a final
5 judgment in this case. While any plaintiffs that decline to accept the Settlement would have to
6 initiate such separate litigation(s), as the Settlement requires that this case be dismissed by a final
7 judgment, that requirement does not negate the Court's finding that the Settlement is fair and
8 reasonable under the FLSA and warrants approval. As discussed in the submission of plaintiffs'
9 counsel, (ECF ##, ¶ 8) none of the plaintiffs in this case or *Cesarz* have paid anything to
10 plaintiffs' counsel or paid any case expenses such as a filing fee. None have been required to
11 participate in discovery or expend any effort in the prosecution of this case. The dismissal of
12 their FLSA claims against the defendant in this case, with a right to recommence the same within
13 a specified time period, does not penalize any of the plaintiffs or cause them to forfeit any
14 advantage they have secured in this case or *Cesarz* or dissipate any investment of time, money
15 or effort they have made in either case.
16

17 **Findings as to Plaintiffs' Counsel's Motion to be Relieved for Non-Settling Plaintiffs**

18 5. Plaintiffs' counsel's motion to be relieved as attorney for any plaintiffs who
19 decline to accept the Settlement is governed by Local Rule 11-6 (b) requiring an attorney seeking
20 to withdraw to file a motion and "serve it on the affected client." Such rule also provides that
21 the client "...may, but is not required to, file a response to the attorney's motion within 14 days
22 of the filing of the motion, unless the court orders otherwise." It is also governed by Local Rule
23 11-7 (a) that requires attorneys practicing in this Court to adhere to the Model Rules of
24 Professional Conduct as adopted by the Nevada Supreme Court. One such relevant rule is the
25 Nevada Rules of Professional Conduct Rule 1.16(b) containing a non-exclusive list of reasons
26 that may constitute an appropriate basis for an attorney to withdraw from representing a client.
27 It provides such a withdrawal may be appropriate where it "can be accomplished without material
28 adverse effect on the interests of the client" as well as when the client insists on a course of action

1 "with which the lawyer has a fundamental disagreement." Another germane rule is Nevada
 2 Rules of Professional Conduct Rule 1.16(a)(1) requiring an attorney to withdraw from
 3 representation when that "representation will result in violation of the Rules of Professional
 4 Conduct."

5 6. The Court has found the proposed Settlement will not have a negative material
 6 impact on the legal rights possessed by any plaintiffs who decline to accept the Settlement.
 7 Plaintiffs' counsel has exercised their professional judgment in recommending the Settlement to
 8 their clients and fundamentally disagree with any of their clients that may choose to reject the
 9 Settlement and continue to litigate their claims. Given this circumstance, plaintiffs' counsels'
 10 request to be relieved as attorney for any non-settling plaintiffs squarely falls within the
 11 permissible reasons for the Court to grant such withdrawal as provided for in Nevada Rules of
 12 Professional Conduct Rule 1.16(b)

13 7. One of the conditions of the Settlement is that this case proceed, in its entirety, to
 14 a final judgment and conclusion. There is no impropriety in that term of the Settlement and in
 15 the plaintiffs' counsel recommending the Settlement to their clients with that term. Plaintiffs'
 16 counsel is not agreeing to restrict their ability to represent non-settling plaintiffs on their claims
 17 in violation of Nevada Rules of Professional Conduct Rule 5.6.

18 8. The Settlement's requirement that this case be concluded also creates a
 19 situation that may require plaintiffs' counsel in compliance with Nevada Rules of Professional
 20 Conduct Rule 1.16(a)(1) to withdraw from representing plaintiffs who decline to accept the
 21 Settlement. Plaintiffs' counsel is charged with a duty to independently represent the individual
 22 interests of each of the 514 FLSA "opt in" plaintiffs in this case. Each of those plaintiffs have
 23 the right to reject any settlement of their individual claims and instruct their counsel (who
 24 represents all of those plaintiffs) to take their claims to trial. The Settlement has been agreed
 25 to by the two named plaintiffs and plaintiffs' counsel anticipates that a strong majority of their
 26 clients, the current plaintiffs in this case, will accept the Settlement. Yet if even one of those
 27 514 "opt in" plaintiffs rejects the Settlement, and insists that plaintiffs' counsel proceed to trial
 28

1 in this case on their individual claim, the Settlement would be void as to all of the plaintiffs as
 2 the "final judgment in its entirety" condition of the Settlement will be unattainable. This may
 3 pose an irreconcilable conflict of interest for plaintiffs' counsel under Nevada Rules of
 4 Professional Conduct Rule 1.7(a)(1) directing that an attorney "shall not represent a client" when
 5 the "representation of one client will be directly adverse to another client." By following such
 6 an instruction from one of the plaintiffs in this case to proceed to trial (an instruction such a
 7 plaintiff could properly make) plaintiffs' counsel would be acting in a directly adverse manner
 8 to all of their other clients who have accepted the Settlement and would be denied that Settlement
 9 as a result of such action. Such a conflict of interest would preclude continued representation
 10 of all of those clients under Nevada Rules of Professional Conduct Rule 1.7(a)(1) and would in
 11 turn trigger the mandatory withdrawal of plaintiffs' counsel under Rule 1.16(a)(1).

12 9. The Court's foregoing findings on plaintiffs' counsel's motion to be relieved as
 13 counsel for the non-settling plaintiffs cannot, at this stage of this case, result in an Order directing
 14 that relief. Local Rule 11-6 (b) requires such a motion be served on each plaintiff and each
 15 plaintiff be given an opportunity to respond to that motion and contemplates giving the Court
 16 control over that service and response process. As a result, plaintiffs' counsel's motion seeks
 17 to have the Court approve a form of proposed motion to be relieved as counsel that will be mailed
 18 out to all of the 514 FLSA "opt in" plaintiffs in this case with the Settlement notice and provide
 19 an opportunity for responses to that motion. Such motion would then come before the Court
 20 for a disposition on a future date after that opportunity for response by the plaintiffs has
 21 transpired. The Court finds that process is fair and reasonable and complies with Local Rule
 22 11-6 (b).
 23

24 In compliance with the foregoing findings, the Court hereby Orders that:

25 The proposed Settlement is approved as a fair and reasonable compromise and settlement
 26 of Fair Labor Standards Act claims for such plaintiffs and the other collective action members
 27 who agree to accept it. The Court approves in substantially the form annexed as Exhibit "A"
 28 the Notice and Settlement Offer and Release forms for the proposed Settlement that will be

1 mailed no later than DATE to the plaintiffs and other collective action members.

2 The plaintiffs' counsel's motion to be relieved as attorney for all non-settling plaintiffs is
 3 partially granted to the extent of directing such motion be served by mail no later than DATE
 4 upon all of the plaintiffs substantially in the form annexed to this Order as Exhibit "B." If any
 5 plaintiffs seek to respond to that motion they shall serve and file such responses no later than
 6 DATE.

7 If the Settlement is not voided pursuant to its terms the Court shall on DATE either with
 8 or without a further hearing (the Court will advise all counsel if such a hearing is going to be
 9 held) approve and enter an Order substantially in the form of Exhibit "B" to the Settlement
 10 Agreement that enters a final judgment dismissing this case as provided for by the Settlement
 11 and approving a final settlement of the Fair Labor Standards Act claims of the plaintiffs and the
 12 other collective action members who agree to participate in the Settlement. That Order shall
 13 also address and resolve plaintiffs' counsel's motion to be relieved as attorney for any non-settling
 14 plaintiffs.
 15

16 **IT IS SO ORDERED.**

17 Dated: _____

18
 19
 20 _____
 21 Honorable Andrew Gordon
 22 District Court Judge
 23
 24
 25
 26
 27
 28

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EXHIBIT "3"

**U.S. Department of Labor
Wage and Hour Division**

April 6, 2018

FIELD ASSISTANCE BULLETIN NO. 2018-3

MEMORANDUM FOR: Regional Administrators
Deputy Regional Administrators
Directors of Enforcement
District Directors

FROM: Bryan L. Jarrett
Acting Administrator

SUBJECT: Amendment to FLSA Section 3(m) Included in Consolidated Appropriations Act,
2018

This Field Assistance Bulletin (FAB) provides guidance concerning the Wage and Hour Division's (WHD) enforcement of tip credit rules under the Fair Labor Standards Act (FLSA) after Congress amended the FLSA in the Consolidated Appropriations Act, 2018 (Act), Pub. L. No. 115-141, Div. S., Tit. XII, § 1201. The Act prohibits employers from keeping tips received by their employees, regardless whether the employer takes a tip credit under 29 U.S.C. § 203(m). The Act also provides that portions of WHD's regulations codified at 29 C.F.R. §§ 531.52, 531.54, and 531.59 that barred tip pooling when employers pay tipped employees at least the full FLSA minimum wage and do not claim a tip credit shall have no further force or effect (until any future action by the WHD Administrator).¹ WHD expects to proceed with rulemaking in the near future to fully address the impact of the 2018 amendments.²

In the meantime, given these developments, employers who pay the full FLSA minimum wage are no longer prohibited from allowing employees who are not customarily and regularly tipped—such as cooks and dishwashers—to participate in tip pools. The Act prohibits managers and supervisors from participating in tip pools, however, as the Act equates such participation with the employer's keeping the tips.³ As an enforcement policy, WHD will use the duties test at 29 C.F.R. § 541.100(a)(2)-(4) to determine whether an employee is a manager or supervisor for purposes of section 3(m).

The Act also provides enforcement authority in FLSA sections 16(b) and 16(c) to, among other things, recover all tips unlawfully kept by the employer, in addition to an equal amount in liquidated damages.

¹ The Act provides that the portions of the 2011 final rule that amended 29 C.F.R. §§ 531.52, 531.54, and 531.59, to the extent that they are "not addressed by section 3(m)" of the FLSA, "shall have no further force or effect until any future action" taken by the Administrator. Act, Div. S, Tit. XII, Sec. 1201(c).

² The Act does not impact WHD's enforcement when an employer claims a tip credit under section 3(m).

³ Administering a permissible tip pool does not constitute either unlawful retention of tips or unlawful tip pool participation under the Act by employers, managers, or supervisors. Additionally, the provisions in WHD Field Operations Handbook 30d05 concerning tips charged on credit cards still apply.

The Act further provides WHD with discretion to impose civil money penalties (CMPs) not to exceed \$1,100 when employers unlawfully keep employee tips. In assessing CMPs, WHD will follow its normal procedures, including by determining whether the violation is repeated or willful.

Finally, given the above developments, WHD's July 20, 2017 non-enforcement policy concerning retention of tips by tipped employees paid the full FLSA minimum wage will not apply to new investigations beginning on or after March 23, 2018. When an investigation covers periods before and after March 23, 2018, and the employee was paid at least the full FLSA minimum wage, violations of section 3(m) may only be cited if they occurred after March 23, 2018.

EXHIBIT "4"

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Attorneys for Defendant

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

QUY NGOC TANG and JOSEPH
CESARZ, and all persons whose names
are set forth in Exhibit A, individually
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

WYNN LAS VEGAS, LLC,

Defendant.

Case No. 2:18-cv-891-APG-GWF

DECLARATION OF
LEON GREENBERG, ESQ.

1 Leon Greenberg, an attorney duly licensed to practice law in the State of
2 Nevada, and a member of the bar of this Court, hereby affirms, under the penalty
3 of perjury, that:

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5 1. My law office, along with my co-counsel, represents the named plaintiffs
6 Quy Ngoc Tang and Joseph Cesarz and all of the 943 "opt in" Fair Labor Standards
7 Act ("FLSA") written consent filing plaintiffs in this action and/or the related case
8 of *Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, No. 2:13-cv-109-RCJ-CWH,
9 discussed in the parties' joint motion seeking approval of their proposed FLSA
10 collective action settlement (the "Settlement"). I submit this declaration in support
11 of such motion. In light of the relevant factual and legal circumstances, I believe
12 the Settlement is in the best interests of the current plaintiffs and other proposed
13 collective action members (referred to collectively as "plaintiffs" unless otherwise
14 indicated). It is a sensible alternative to the continued litigation of this case that
15 could result in a less favorable recovery, or no recovery, for the plaintiffs.
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20 **On the Appropriateness of the Settlement Amount**

21 2. Defendant has provided, in connection with the parties' mediation
22 discussed in their joint motion, information that they have verified accurately sets
23 forth the amount of disputed tip pool monies at issue and the potential interest of
24 each of the Wynn's table games dealers in such monies. That information has been
25 provided separately for the time period at issue in this case and for the earlier time
26 period at issue in the *Cesarz* case. As discussed in the parties' joint motion, there
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1 are very significant differences between the claims made in this case and in the
2 *Cesarz* case. I have carefully reviewed the information provided by defendant and
3 compared the terms of the settlement to the amount that would be paid under the
4 settlement separately to the claims in this case (the *Tang* claims) and the *Cesarz*
5 claims. I have also been advised of the relevant facts concerning the defendants'
6 operations by the named plaintiffs and by my experience, discussed *infra*, litigating
7 claims over the disputed tip pooling policies since 2006. Weighing all of the
8 relevant factors, I have concluded that the proposed Settlement's terms are fair and
9 reasonable, and quite favorable to the plaintiffs under the circumstances, in respect
10 to both the *Tang* and the *Cesarz*, claims.
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14 3. In respect to the *Tang* claims, 70% of the gross Settlement (\$3,920,000)
15 is apportioned to pay the *Tang* claims including the fees and expenses of plaintiffs'
16 counsel, settlement administration costs, and service awards to the two named
17 plaintiffs. Based on the information provided by the defendant, this amount of
18 \$3,920,000 is equal to, or within 3% of, the total disputed tip pool amount at issue
19 during the relatively brief *Tang* claims period, from March through November of
20 2018 when the disputed tip pooling policy was discontinued by the Wynn.
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24 4. While the Settlement that is apportioned to the *Tang* claims is less
25 than the full potential recovery the plaintiffs might secure for those claims, I
26 believe it is a fair and strongly favorable recovery for the plaintiffs under the
27 circumstances. The FLSA provides for the potential recovery of liquidated
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1 (double) damages, and attorney's fees, from defendants, but the plaintiffs are far
2 from assured of collecting those amounts, or anything at all, if they were to litigate
3 the *Tang* claims to a judgment. Indeed, as discussed in the parties' joint motion, the
4 defendant raises substantive, non-frivolous, defenses, both on the law and the facts,
5 to the *Tang* claims. While I disagree with defendants' assertions, and believe the
6 plaintiffs should prevail on their claims in this case on both the law and the facts,
7 by no means can the plaintiffs be assured of success on those claims. Accordingly,
8 I believe the Settlement proposes a fair, and strongly favorable for the plaintiffs,
9 resolution of the plaintiffs' FLSA claims in this case.

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13 5. In respect to the *Cesarz* claims, 30% of the gross Settlement
14 (\$1,680,000) is apportioned to pay the *Cesarz* claims including the fees and
15 expenses of plaintiffs' counsel, settlement administration costs, and service awards
16 to the two named plaintiffs. Based on the information provided by the defendant,
17 this amount of \$1,680,000 is far less than the total disputed tip pool amount
18 retained by the defendant during the entirety of the fairly long *Cesarz* claims
19 period, from May of 2011 through March of 2018. The amount proposed for
20 settlement of the *Cesarz* claims represents about 6% of those total disputed tip
21 amounts during the *Cesarz* claims time period.

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25 6. While the Settlement that is apportioned to the *Cesarz* claims is for far
26 less than the full potential recovery the plaintiffs might secure for those claims, I
27 believe it is a fair and favorable recovery for the plaintiffs. The *Cesarz* case is
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1 currently on appeal for the second time. As discussed in the parties' joint motion,
2 even if that appeal is successful, whether the plaintiffs in *Cesarz* will ultimately
3 prevail on any portion of their claims is far from certain. In addition, a large
4 portion of the tip pool amounts potentially at issue during the *Cesarz* time period
5 can no longer be recovered for many of the table games dealers owing to the
6 maximum three year FLSA statute of limitations. Accordingly, I believe the
7 Settlement proposes a fair, and strongly favorable for the plaintiffs, resolution of
8 the FLSA claims at issue in *Cesarz*.
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11 7. I have also based my determination of the appropriateness of the
12 Settlement amount on my substantial familiarity with the relevant facts at issue. I
13 have been extensively involved in representing the Wynn table games dealers since
14 2006 over the disputed tip pooling policy. That including participating in a multi-
15 day administrative hearing before the Nevada Labor Commissioner where
16 extensive testimony and other evidence of the relevant facts and circumstances was
17 considered. I believe I have obtained sufficient insight into both the relevant facts,
18 and the law, bearing on the claims at issue in this case to make an informed and
19 knowledgeable assessment of the fairness and adequacy of the proposed
20 settlement.
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25 **On the Appropriateness of the Proposed Attorney's Fee and Expenses**

26 8. None of the plaintiffs in this case or *Cesarz* have paid any fee to
27 plaintiffs' counsel in either case or paid for any of the expenses incurred in either
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1 case. With the exception of the two named plaintiffs, none have been required to
2 furnish information to plaintiffs' counsel or participate in discovery. Every plaintiff
3 in this case and the *Cesarz* case entered into a written retainer agreement with
4 plaintiffs' counsel that provided the following:
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6 Fee: No fee will be paid to the attorneys unless money is collected for the
7 client. Client agrees that attorneys will be entitled to a fee of 25% of the
8 amount collected for the client.

9 This 25% contingency fee agreement was intended to compensate plaintiffs'
10 counsel for their services and also for the risk that such counsel would not collect
11 of any fee. Contingency fee attorneys in Las Vegas often charge percentage fees
12 significantly greater than 25%, often 40% or more. In many instances those fees
13 are charged for litigation matters involving personal injuries where there is no risk
14 of non-collection owing to the existence of insurance and the lack of any liability
15 issues. In this case and *Cesarz* plaintiffs' counsel faced a serious risk of collecting
16 no fee whatsoever, as they had in extensive prior litigations over the Wynn's
17 disputed tip pooling policy. Accordingly, I believe plaintiffs' counsel's 25%
18 contingency fee is reasonable and proper.
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22 9. As of the date of this declaration I, personally, as documented in my
23 contemporaneously maintained time records, have spent at over 300 hours of my
24 time on the prosecution of this case and the related *Cesarz* case and reasonably
25 estimate I will perform at least 400 hours of attorney time in total on this case and
26 the *Cesarz* case when they are concluded as proposed.. My former associate,
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1 attorney Dana Sniegocki, as confirmed in the time records maintained by my
2 office, has spent no less than 73 hours of time working on the prosecution of this
3 case and *Cesarz*. I am advised my co-counsel, Mark Thierman and Joshua Buck
4 and their associate Leah Jones have, respectively, spent no less than 3, 156 and 3
5 hours of time on the prosecution of this case and *Cesarz*. All of the foregoing
6 counsel have extensive experience in wage and hour litigation, Mark Thierman and
7 I each having practiced law in excess of 25 years and Joshua Buck and Dana
8 Sniegocki having done so in excess of 10 years. Based on our experience and the
9 prevailing market rates for attorneys in Las Vegas, Nevada, the hourly rates for the
10 services of such attorneys would properly vary from between \$400 an hour to as
11 much as \$950 an hour. I do not charge hourly fees and my lodestar rate is properly
12 placed at the hourly rate set for my time in attorney fee awards I have previously
13 secured. I was awarded fees based on a \$720 an hour rate in 2016 in the case of
14 *Tallman v. CPS Security*, United States Court of Appeals for the Ninth Circuit,
15 appeal No. 14-16508, involving federal minimum wage claims. *See*, Docket 42,
16 Order filed September 8, 2016 and motion granted by such Order. That hourly rate
17 was subsequently found appropriate for work performed in this Court during later
18 proceedings in that case. *See*, 09-cv-944, Order November 29, 2016. Given that
19 such fee award was made almost four years ago, my current lodestar rate is
20 appropriately placed at \$800 an hour. I am advised, based on fee awards made by
21 courts in cases they have litigated, the Thierman Buck firm has lodestar rates of
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1 \$900 an hour for Joshua Buck, \$950 an hour for Mark Thierman and \$450 an hour
2 for Leah Jones. A lodestar rate of \$450 an hour for Dana Sniegocki is appropriate
3 based on her years of practice experience. In compliance with the foregoing I have
4 calculated an appropriate base lodestar fee for work performed, and reasonably
5 anticipated to be performed, in this case by plaintiffs' counsel through its
6 conclusion as follows:
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8 Leon Greenberg: 400 hours at \$800 an hour = \$320,000
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10 Joshua Buck: 156 hours at \$900 an hour = \$140,400
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12 Dana Sniegocki: 73 hours at \$450 an hour = \$32,850
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14 Mark Thierman: 3 hours at \$950 an hour = \$1,850
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16 Leah Jones: 3 hours at \$450 an hour = \$1,350
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18 Total projected lodestar fee based on above: \$496,450
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20 The foregoing lodestar fee calculation does not include anything for a considerable
21 expenditure of paralegal time (I would estimate in excess of 100 hours) in this
22 matter and *Cesarz*. I am also advised there are additional time expenditures by
23 Mark Thierman in this case and *Cesarz* that were probably not recorded in the
24 Thierman Buck time records.
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26 10. Prior to the commencement of *Cesarz* in 2013, and this case in 2018,
27 plaintiff's counsel was engaged in extensive and repeated litigations and an
28 administrative proceeding on behalf of the Wynn table games dealers in respect to
the disputed tip pooling policy. Those efforts included the following:

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2 *Baldonado v. Wynn Las Vegas et al.*, "*Baldonado I*," Eighth Judicial District
3 Court of Nevada, 06-A-528138-C (Seeking relief under Nevada statutes,
4 finding such relief only available through the Nevada Labor Commissioner,
5 appealed and affirmed at 194 P.3d 96 (Nev. Sup. Ct. 2009));

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9 *Baldonado v. Wynn Las Vegas et al.*, "*Baldonado II*," Administrative
10 Complaint and Proceeding initiated with the Nevada Labor Commissioner
11 seeking relief under Nevada statutes, relief denied by that official after
12 extensive hearings with evidence and witness testimony taken and
13 considered; judicial review sought and relief secured in *Baldonado v.*
14 *Tancheek*, Eighth Judicial District Court of Nevada, A-10-622879-J; appealed
15 and reversed, relief denied, by *Wynn Las Vegas LLC v. Baldonado*, 311 P.3d
16 1179 (Nev. Sup. Ct. 2013);

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21 *Tang v. Wynn Las Vegas et al.*, 09-cv-1243-JCM-RJJ (Claims under FLSA,
22 dismissed, appealed, affirmed on appeal by outcome in *Cumbie v. Woody*
23 *Woo*, 596 F.3d 577 (9th Cir. 2010)).

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26 Plaintiffs' counsel was not paid any fee for the work they performed in the
27 foregoing matters and expended thousands of dollars in unreimbursed costs in
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1 connection with those proceedings. I have not as of the date of this declaration
 2 collected information as to all of the attorney hours spent on the foregoing
 3 litigations by all of plaintiffs' counsel. A partial review of the time records
 4 maintained by my office indicates that over the seven year period of such
 5 proceedings my office, alone, expended approximately 1,400 or more hours of
 6 attorney time (80% or more of such time being mine) in the prosecution of such
 7 claims. My co-counsel also participated in such case prosecutions and expended a
 8 significant amount of time, cumulatively I would estimate in excess of 200 hours,
 9 doing so.

10 11. Plaintiffs seek reimbursement of the following expenses, such
 11 expenses being documented in the records of my office or communicated to me by
 12 my co-counsel and based on their records:

13	Travel Costs (9th Circuit Appeal Argument	
14	Portland, Oregon in <i>Cesarz</i>):	\$1,569.54
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16	Appellate Printer Costs (<i>Cesarz</i>):	\$2,560.99
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18	Court filing fees district and court of appeals:	\$2,560.00
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20	Process service fees:	\$281.65
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22	Charles Bass (computer data consultant):	\$550.00
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24	Total:	\$7,497.18

25 All of the foregoing expenses were necessary to the prosecution of this case and
 26 the *Cesarz* case. Charles Bass is a computer data consultant who helped analyze
 27 certain computer data files produced by the defendant in connection with the
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1 Settlement. No reimbursement for expenses for travel by counsel within the State
2 of Nevada, or for computerized legal research, copies, or postage, is sought.
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5 **On the appropriateness of the proposed**
6 **service payments to the named plaintiffs**

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8 12. The two named plaintiffs, since 2013 with the commencement of the
9 *Cesarz* case, have devoted significant time and energy to the prosecution of the
10 plaintiffs' claims. They have facilitated communication among the plaintiffs and
11 plaintiffs' counsel and worked unceasingly to assist plaintiffs' counsel in the
12 prosecution of this case and *Cesarz* and in obtaining all necessary information for
13 the prosecution of both of those cases. They were instrumental in assisting in
14 negotiating the proposed Settlement and in participating in, and preparing for, the
15 mediation that they both attended resulting in the same. Neither this case nor the
16 *Cesarz* case could have been prosecuted on behalf of 943 "opt in" plaintiffs
17 without their significant assistance.
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21 **On the appropriateness of the**
22 **proposed administrative costs**

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24 13. The Settlement proposes that an amount not to exceed \$25,000 be
25 allocated from the total Settlement fund for the services of claims administrator
26 Simpluris. That firm is an experienced class action settlement administrator that
27 has been utilized by plaintiffs' counsel in previous matters. Neither plaintiffs'
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1 counsel, defendant's counsel, nor any of the parties have any interest in that firm.
2 Such firm is highly competent to perform settlement administration services.
3 Based upon the number of FLSA collective action members, and the services they
4 must perform to effectuate the Settlement's terms, I am confident they will be able
5 to complete those services for less than the \$25,000 requested allocation.
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8 **On the plaintiffs'**
9 **counsel's qualifications.**

10 14. I have extensive experience in class actions and wage and hour
11 litigation. I am a magna cum laude graduate of New York Law School and
12 graduated in 1992. I was first admitted to practice law in 1993. I am a member of
13 the Bars of the States of New York, New Jersey, Nevada, California and
14 Pennsylvania. I have substantial experience in litigating class actions, in particular
15 wage and hour class action claims, and have been appointed class counsel in a
16 significant number of litigations in various jurisdictions. These cases include
17 *Flores v. Vassallo*, Docket 01 Civ. 9225 (JSM), United States District Court,
18 Southern District of New York; *Menjivar v. Sharin West et al.*, Index # 101424/96,
19 Supreme Court of the State of New York, County of New York; *Rivera v. Kedmi*,
20 Index # 14172/99, Supreme Court of the State of New York, County of Kings;
21 *Burke v. Chiusano*, Docket 01 Civ. 3509 (KW), United States District Court,
22 Southern District of New York; *Kalvin v. Santorelli*, Docket 01 Civ. 5356 (VM),
23 United States District Court, Southern District of New York. In all of the
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1 foregoing matters I was appointed sole counsel for the respective plaintiff classes.

2 All of these litigations involved unpaid wage claims. I was also appointed class

3 counsel in *Maraffa v. NCS Inc.*, Eighth Judicial District Court, State of Nevada,

4 Case No. A504053 (2005), Dept. III. I was appointed sole plaintiffs' class counsel

5 in that case for a class of plaintiffs seeking damages for improper wage

6 garnishments. I was also appointed class co-counsel in the following cases:

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8 *Klemme v. Shaw*, Docket CV-S-05-1263 (PMP-LRL), United States District Court,

9 District of Nevada, in that case representing a class of persons making claims for

10 unpaid health fund benefits under ERISA; *Williams v. Trendwest*, Docket CV-S-

11 05-0605 (RCJ/LRL); *Westerfield v. Fairfield Resorts*, Docket CV-S-05-1264

12 (JCM/PAL); *Leber v. Starpoint*, Docket CV-S-09-01101 (RLH/PAL); and *Brunton*

13 *v. Berkeley Group*, Docket CV-S-08-1752 (PMP/PAL), United States District

14 Court, District of Nevada, on behalf of classes of salespersons denied overtime

15 wages, minimum wages, and commissions; *Allerton v. Sprint Nextel*, Docket CV-

16 S-09-1325 (RLH/GWF), United States District Court, District of Nevada, on behalf

17 of classes of telephone call center workers denied overtime wages and other

18 wages; *Elliott v. Leatherstocking Corporation*, Docket 10-cv-00934 (MAD-DEP),

19 United States District Court, Northern District of New York, on behalf of classes

20 of hotel resort workers denied overtime wages and other wages; *Jankowski v.*

21 *Castle Construction*, Docket CV-01-164, United States District Court, Eastern

22 District of New York, on behalf of a class of construction workers denied overtime

1 wages; *Levinson v. Primedia*, Docket 02 Civ. 2222 (DAB), United States District
2 Court, Southern District of New York, on behalf of a class of Internet website
3 guides for unpaid commissions due under contract and *Hallssey v. America*
4 *Online*, Docket 99-CV-03785 (KTD), United States District Court, Southern
5 District of New York, on behalf of a class of Internet “volunteers” for unpaid
6 minimum wages. The experience of my co-counsel, Mark Thierman, who has
7 been practicing law for 44 years, greatly exceeds mine and he has served as class
8 counsel in a far larger number of wage and hour litigations.
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13 I have read the foregoing and affirm the same is true and correct.
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15 Affirmed this 21st day of December, 2020
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17 _____/s/ *Leon Greenberg*
18 Leon Greenberg, Esq.
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